**OPP**

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IN THE EIGHTH JUDICIAL DISTRICT COURT**CLARK COUNTY, NEVADA**

CASH CLOUD INC., a Nevada corporation,

Plaintiff,

vs.

COLE KEPRO INTERNATIONAL, LLC, a
 Delaware limited liability company,

Defendant.

Case No.: A-22-854226-B

Dep't No.: 22

**DEFENDANT'S RESPONSE IN
 OPPOSITION TO PLAINTIFF'S
 MOTION FOR DECLARATORY
 JUDGMENT AND FOR STAY OF
 ARBITRATION PROCEEDINGS**

AND

**DEFENDANT'S COUNTERMOTION
 TO DISMISS ACTION PURSUANT TO
 EDCR 2.20(f)**

**Date of Hearing: August 11, 2022
 Time of Hearing: 9:30 a.m.**

I. INTRODUCTION

This action is a pretext for the plaintiff's failure to pay amounts owed on a nearly \$35,000,000 purchase order. Instead of defending a mandatory arbitration in Texas, Cash Cloud Inc. preemptively filed this lawsuit in Nevada alleging a "product defect," even though the parties engaged in dozens of transactions over several years before the plaintiff's financial health deteriorated due to competition, the economy, and other market forces.

1 Cash Cloud's motion presents a straw man fallacy. It does not address much less refute the
2 real circumstances conclusively establishing the parties' binding agreement to arbitrate. In
3 connection with 67 transactions over the course of more than two years, defendant Cole Kepro
4 International, LLC ("CKI") issued sales quotes to Cash Cloud's affiliate each accompanied by the
5 same standard terms and conditions form containing the subject arbitration agreement. Every time
6 the purchaser received the form, it accepted the standard terms by issuing a corresponding purchase
7 order without objection. Indeed, not once during the parties' relationship did the purchaser ever
8 raise any objection to the standard terms. Per the UCC rules and common law principles addressed
9 at length below, it is beyond contention that the standard terms were made part of every transaction
10 between the parties by way of their course of dealing. Specifically, the law instructs that the
11 standard terms were applicable to every transaction *even if they did not accompany a given quote*.
12 That is, the form need not have been affixed to every single quote for the parties' agreement to
13 include that identical part of their bargain found 67 times throughout the course of dealing.

14 Avoiding the issue of the parties' course of dealing like a plague, Cash Cloud pretends that
15 CKI's position is based exclusively on an exchange whereby, in response to an email sent by CKI's
16 principal seeking acknowledgement among other things that the standard terms and conditions form
17 "is included on all quotes," the purchaser's principal sent an email stating, "Yes, confirmed. This
18 is correct." To the contrary, the law addressed below confirms that the standard terms were made
19 part of the parties' agreement regardless of the foregoing email exchange. Rather, the email
20 exchange is merely icing on the cake.

21 In derogation of the parties' course of dealing, the reality of trade usage, and any semblance
22 of rational thought, Cash Cloud's motion falsely contends *that no terms whatsoever* apply to the
23 nearly \$35,000,000 transaction at issue. For all the reasons addressed below, CKI is entitled to the
24 denial of the motion in its entirety, and, per its countermotion raised under EDCR 2.20(f), an order
25 dismissing the action in its entirety based on the parties' binding agreement to arbitrate.

26 Independent of the foregoing dispositive circumstances, CKI is also entitled to the action's
27 dismissal based on the named plaintiff "Cash Cloud Inc.'s" lack of standing. The subject purchase
28 order touted both in Cash Cloud's pleading and its motion confirms on its face that the "customer"

1 to the contract is not “Cash Cloud Inc.” but instead its separate affiliate entity “Coin Cloud, LLC.”
 2 Fundamental principles dictate that because “Cash Cloud Inc.” is not in privity of contract, it is not
 3 a real party in interest to the claims at hand.

4 **II. STATEMENT OF FACTS**

5 **A. The Improper Designation of “Cash Cloud Inc.” as Plaintiff**

6 As noted above, it bears underscoring at the outset that “Cash Cloud Inc.” is not a real party
 7 in interest and therefore not properly named as plaintiff to this action. The subject April 30, 2021
 8 purchase order at Exhibit 12 of Cash Cloud’s own motion explicitly confirms that the “customer”
 9 to the transaction is not “Cash Cloud Inc.” but its affiliate entity “Coin Cloud, LLC.” **Exhibit 1**,
 10 Subject Purchase Order.¹ Likewise, both the purchase order and Nevada Secretary of State list the
 11 principal business address for “Coin Cloud, LLC” at 9580 W. Sahara Blvd., Las Vegas, NV 89117.
 12 **Exhibit 2**, Coin Cloud, LLC Entity Information Page. By contrast, the principal business address
 13 registered for “Cash Cloud Inc.” is entirely different. **Exhibit 3**, Cash Cloud Inc. Entity Information
 14 Page.

15 **B. The Course of Dealing Between CKI and Coin Cloud**

16 Although CKI takes issue with the motion’s use of the term “Cash Cloud” rather than “Coin
 17 Cloud” for the above reasons, CKI concurs with the motion’s assertion that CKI manufactures
 18 among other items ATM-style kiosks that allow for the retail purchase and sale of digital currency,
 19 and particularly with the motion’s assertion that Coin Cloud “has purchased thousands of such
 20 kiosks from [CKI] and **has maintained a multi-year business relationship with [CKI].**” Mot., p.
 21 1 (emphasis added); *see also* **Exhibit 4**, Durica Decl., ¶ 4. Indeed, CKI and Coin Cloud engaged
 22 in over 80 transactions between December 2019 and April 2022, whereby CKI would issue a sales
 23 quote and Coin Cloud would accept by issuing a corresponding purchase order. Ex. 4, ¶ 5.

24 What the motion does backflip to avoid addressing, is that 67 of CKI’s aforementioned
 25 sales quotes issued to Coin Cloud throughout the parties’ multi-year course of dealing were
 26 accompanied by CKI’s applicable standard two-page terms and conditions form, identical in each

27 ¹ Given the premise of Cash Cloud’s motion, i.e., that CKI is “stuck” with having forgotten to attach
 28 its standard terms and conditions form to the subject \$34,533,120.00 quote, the irony should not be
 lost that Cash Cloud now claims, “the purchase order **mistakenly** said that the purchaser was Coin
 Cloud LLC, not Cash Cloud.” *See* Garon Decl., ¶ 15 (emphasis added).

instance. Ex. 4, ¶ 6; *see also* **Exhibit 5**, Universe of Coin Cloud Accepted Quotes Issued with Terms and Conditions. And for the avoidance of doubt, Coin Cloud received and accepted no less than 12 CKI quotes accompanied by the same standard terms and conditions form before the quote at issue was sent on February 16, 2021, with Coin Cloud’s corresponding purchase order submitted on April 30, 2021. Ex. 4, ¶ 8; *see also* **Exhibit 6**, Durica Email Attaching 4th Gen. Quote. Never once during the parties’ relationship did Coin Cloud raise any objection to the standard terms on the form. Ex. 4, ¶ 7.

Per the motion, the subject quote and corresponding purchase order relate to Coin Cloud’s purchase of 4,080 4th Generation kiosks from CKI for \$34,533,120.00. Mot., p. 2. The quote, like a handful of those sent during the parties’ multi-year relationship, was mistakenly emailed to Coin Cloud by CKI Vice President of Sales Rick Durica without the accompanying standard terms and conditions form that Coin Cloud received and accepted in connection with 67 other transactions. Ex. 4, ¶ 9. As noted, the subject Coin Cloud purchase order lists the “customer” as “Coin Cloud, LLC,” and is signed by each of Coin Cloud’s VP of Operations James Bauer, its CFO/COO Jeffrey Garon, and its President/CEO Chris McAlary. Ex. 1. Mr. Garon’s declaration attached to the motion avers that Mr. McAlary is a common owner and manager of both Coin Cloud, LLC and Cash Cloud Inc. Garon Decl., ¶ 7.

C. Coin Cloud Acknowledges the Course of Dealing by Affirming that CKI’s Standard Terms and Conditions Form is Included on All Quotes

Although per the controlling law discussed below, the parties’ course of dealing alone establishes the applicability of CKI’s standard terms and conditions to all transactions consummated during the multi-year business relationship, here Coin Cloud dispensed with any professed uncertainty by acknowledging as much in writing. On November 1, 2021, CKI President/CFO Andrew Cashin sent Mr. Garon an email attaching a copy of a \$100,000,000.00 purchase order that Coin Cloud had previously issued on August 17, 2021, for the purchase of 10,000 Spanner kiosk units, in addition to a copy of CKI’s subject standard terms and conditions form. **Exhibit 7**, Cashin Confirmation Email; **Exhibit 8**, Attached Purchase Order; **Exhibit 9**, Attached Terms and Conditions. As with the \$34,533,120.00 quote for the 4,080 4th Generation kiosks, the

\$100,000,000.00 Spanner quote was among the handful of quotes over the parties' multi-year relationship that CKI initially emailed to Coin Cloud without the accompanying standard terms and conditions form. **Exhibit 10**, Durica Email Attaching Spanner Quote.

Mr. Cashin's November 1, 2021 email to Mr. Garon reads in its entirety as follows:

Jeff as discussed:

Please confirm the following Purchase Order for \$100,000,000. Rick and I quoted \$10,430 x 10,000 kiosks but **Rick didn't include our standard Terms and conditions page which is included on all quotes.**

You and I negotiated via a text and calls to decrease price to \$10,000 and extend terms from 45 to 70 days. The result was the issuance of the Purchase Order from your company.

Andrew Cashin

Ex. 7 (emphasis added). Mr. Garon responded to Mr. Cashin's email that same day, agreeing **"Andrew, Yes, confirmed. This is correct. Jeff". Exhibit 11**, Garon Response to Confirmation Email (emphasis added).

D. CKI Initiates Arbitration Pursuant to the Applicable Terms and Conditions

CKI's standard terms and conditions form, which Coin Cloud received in connection with 67 transactions over the course of the parties' multi-year relationship and which Mr. Garon naturally acknowledged in the above email is "included on all quotes," contains an arbitration provision at its Section 4.3 stating as follows:

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

Ex. 9, § 4.3.

On May 27, 2022, CKI initiated a AAA arbitration proceeding pursuant to the above provision based on Coin Cloud's failure to pay amounts owed in connection with the

1 \$34,533,120.00 purchase order for the 4th Generation kiosks, in addition to Coin Cloud’s express
 2 anticipatory repudiation of the \$100,000,000.00 Spanner kiosk purchase order following its
 3 consummation. **Exhibit 12**, Arbitration Demand. The AAA form “Commercial Arbitration Rules
 4 Demand for Arbitration” instructs, “To begin proceedings, please send **a copy of this Demand and**
 5 **the Arbitration Agreement**, along with the filing fee as provided for in the Rules, to [the]
 6 American Arbitration Association[.]” *Ibid.* (emphasis added). Accordingly, CKI attached to the
 7 arbitration demand a copy of its applicable two-page standard terms and conditions form containing
 8 the arbitration agreement. *Ibid.*

9 **E. Coin Cloud Offers no Explanation why it would Professedly Agree to the Same**
 10 **Standard Terms Form’s Application Regarding Dozens of Purchase Orders**
 11 **Over More than Two Years, but not the Single 4th Generation Kiosk Order**

12 Again, the legal principles addressed below dictate that CKI’s standard terms form would
 13 be applicable to the subject \$34,533,120.00 purchase order based on the parties’ course of dealing
 14 regardless of Mr. Cashin’s and Mr. Garon’s November 1, 2021 email exchange. But it remains
 15 telling Coin Cloud’s position on the issue, including where Coin Cloud has agreed that the
 16 arbitration proceeding *may continue* as to CKI’s claim for Coin Cloud’s repudiation of the
 17 \$100,000,000.00 Spanner kiosk purchase order. **Exhibit 13**, Email Acknowledging Arbitrator
 18 Selection Process. Coin Cloud maintains that Mr. Garon’s response email constitutes an
 19 acknowledgement *only* that the standard terms apply to the \$100,000,000.00 Spanner kiosk
 20 purchase order, and not the \$34,533,120.00 4th Generation kiosk purchase order. Mot., pp. 10-12
 21 (“[The November 1, 2021] correspondence only addressed confirmation of the purchase order of
 22 Spanner kiosks – not the 4th Generation Kiosks. Furthermore, Mr. Cashin’s statement that the terms
 23 and conditions document is included in all quotes only speaks to the then-present inclusion of the
 24 terms and conditions on sales quotes, not those in the past. ... [T]he November 1, 2021
 25 correspondence referenced by [CKI] only addresses the purchase order of 10,000 Spanner kiosks,
 26 not the purchase of the 4,080 4th Generation kiosks.”) (emphasis in original).

27 In other words, Coin Cloud argues that by way of Mr. Garon’s email response “Andrew,
 28 Yes, confirmed. This is correct.”, he meant only to acknowledge the standard terms and conditions
 form’s application to the Spanner kiosk purchase order and not Mr. Cashin’s statement that the form

1 “is included on all quotes.” *Ibid.* But nowhere in its motion does Coin Cloud attempt to explain
 2 why it would admit having so readily agreed to the identical form’s application regarding the
 3 Spanner kiosk order among dozens of other transactions for the sale of related goods over the course
 4 of more than two years, and at the same time, seemingly arbitrarily, fight tooth and nail to prevent
 5 the form’s application as to the single 4th Generation kiosk order. *See Mot., generally.* The reason
 6 has very little if anything to do with the question whether or where the parties might arbitrate a
 7 dispute. To the contrary, it bears apprising the Court what is really at stake.

8 CKI’s standard terms form, which the law indeed deems “included on all quotes” based on
 9 bedrock course of dealing principles, bars Coin Cloud from making claims for “lost profits and loss
 10 of goodwill” of the nature asserted in its pleading preemptively filed with this Court in response to
 11 CKI’s arbitration demand. Ex. 9, § 3. That is, the identical form Coin Cloud received in connection
 12 with 67 transactions contains provisions strictly and exclusively limiting any damages purportedly
 13 arising from defective product to the cost of repair or replacement. *Id.* at 3.3 (“IN NO EVENT
 14 SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT,
 15 EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY
 16 DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE,
 17 CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or
 18 revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser
 19 for such damages. Cole Kepro’s liability on any claim whether in contract, tort (including, but not
 20 limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of,
 21 connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from
 22 the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction
 23 or installation, inspection, servicing, operation or use of any Product covered by or furnished under
 24 this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the
 25 Product or the portion thereof which gives rise to the claim.”) (emphasis in original).

26 Coin Cloud’s allegation of a 4th Generation kiosk “screen defect” underlying this suit
 27 (Compl., ¶ 29), pretextually lodged in response to CKI’s arbitration demand for payment, is so
 28 demonstrably and categorically false as to shock the conscience. **Exhibit 14**, Cashin Decl., ¶ 5.

Both CKI and Coin Cloud test every product before it leaves CKI's facility. *Id.*, ¶ 6. The Court will note that *on November 1, 2021*, Mr. Garon sent the email confirming Coin Cloud's order of the 10,000 Spanner kiosks each having *the exact same screen* as all the 4th Generation kiosks delivered to Coin Cloud months earlier. *See* Ex. 10; Ex. 11. Per CKI's August 17, 2021 email originally transmitting the Spanner kiosk quote, and the quote itself, the parties agreed, "We have a price of \$10,430 each using the same [liquid crystal display] manufacture[r] as the current blue box [i.e., the 4th Generation kiosk]." Ex. 10 (emphasis added).

In reality, Mr. Garon began asking Mr. Cashin for concessions in early 2022 because Coin Cloud was falling behind on its payments owed to CKI for the 4th Generation kiosks. Ex. 14, ¶ 7. The truth, to be born out as the dispute progresses, is that Coin Cloud was and remains in dire financial straits owing to a confluence of poor management, a downturn in the cryptocurrency market, and a dilution in the field of specialized cryptocurrency ATMs of the type at issue.

F. Coin Cloud Falsely Contends that the Standard Terms Form Only Ever Applied to CKI "Quote Letters" Rather than CKI "Sales Quotes"

Coin Cloud attempts to draw a nonexistent distinction between CKI "Quote Letters," which it acknowledges "did contain [the standard] terms and conditions [form]," and CKI "Sales Quotes," which it falsely insinuates were never accompanied by the form. Ellingson Decl., ¶ 30. In this regard, the declaration of David Ellingson attached to the motion professes that ...

While Cole Kepro did send Cash Cloud other – non-kiosk – offers that did contain terms and conditions, those non-kiosk offers were provided in a different format. Rather than the "Sales Quote" offer that Cole Kepro used for kiosks, Cole Kepro's offers containing terms and conditions were provided via a "Quote Letter."

Ibid. The motion itself likewise contends that ...

[A] CKI "Quote Letter" ... is different from a "Sales Quote" in several obvious respects: (1) it has at the bottom right of the page, the words "Page 1 of 3" (pagination which is missing in sales quotes); (2) it is followed by the terms and conditions [form] that [CKI] relies upon ... ; and (3) it is presented in the portrait orientation, not landscape.

Mot., p. 4.

To the contrary, on May 7, 2021, Mr. Durica emailed to both Mr. Ellingson and Mr. Bauer a *Sales Quote for kiosks* including the same standard terms and conditions form. **Exhibit 15**, Durica

Email Attaching Kiosk Quote with Terms Form. Disproving Coin Cloud’s contentions above, the Court will note that the subject quote: (1) was not a “non-kiosk” offer, but rather one for “Coin Cloud Security Kiosk[s]”; (2) was accompanied by the applicable standard terms form despite its being called a “Sales Quote” rather than a “Quote Letter”; (3) was accompanied by the applicable standard terms form despite its not having the words “Page 1 of 3” anywhere on the first page; and (4) was accompanied by the applicable standard terms form despite its presentation in landscape orientation, not portrait. *See* Ex. 15.

Like all the other 66 quotes sent to Coin Cloud accompanied by the applicable standard terms form throughout the parties’ course of dealing, Coin Cloud accepted the foregoing Sales Quote for kiosks by issuing a corresponding purchase order. Ex. 4, ¶¶ 5-7. Consistent with the course of dealing, Coin Cloud made no objection to the terms’ application either on the basis that they accompanied a “kiosk Sales Quote” rather than a “non-kiosk Quote Letter,” or otherwise, just as Mr. Garon would later readily acknowledge the terms’ application with respect to the Spanner kiosk quote notwithstanding its issuance as a “kiosk Sales Quote” rather than a “non-kiosk Quote Letter.” *Ibid.*; *see also* Ex. 11.

III. LEGAL ARGUMENT

A. Under the UCC, the Parties’ Course of Dealing Establishes their Agreement that CKI’s Standard Terms and Conditions Form is Included on All Quotes

Coin Cloud’s entire legal argument comprises the general proposition that “When the document is clear and unambiguous on its face, the court must construe it from the language therein.” Mot., p. 9 (quoting *Renshaw v. Renshaw*, 96 Nev. 541, 543 (1980)). And the accompanying declarations of Mr. Garon and Mr. Ellingson both parrot the conclusory mantra, masquerading as some legal rule, that “The terms of each purchase are independent of the terms of any other purchase between Cash Cloud and Cole Kepro.” Ellingson Decl., ¶ 12; Garon Decl., ¶ 9. To the contrary, this constitutes the veritable antithesis of controlling legal principles regarding a course of dealing between parties to a series of transactions in goods.

Under the UCC, “[A] course of dealing between the parties or usage of trade in the vocation or trade in which they are engaged or of which they are or should be aware is relevant in ascertaining the meaning of the parties’ agreement, may give particular meaning to specific terms of the

agreement, and may supplement or qualify the terms of the agreement.” NRS 104.1303(4). NRS 104.1303(2) provides that, “A ‘**course of dealing**’ is a sequence of conduct concerning previous transactions between the parties to a particular transaction that is fairly to be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct.” (emphasis added); *see also* NRS 104.1303 cmt. 2 (“‘Course of dealing’ may enter the agreement either by explicit provisions of the agreement or by tacit recognition.”); *Well Luck Co., Inc. v. F.C. Gerlach & Co., Inc.*, 421 F. Supp. 2d 533, 540 (E.D.N.Y. 2005) (quoting Restatement (Second) of Contracts § 223(1) (1979)) (“There is no requirement that an agreement be ambiguous before evidence of a course of dealing can be shown, nor is it required that the course of dealing be consistent.”); *One Beacon Ins. Co. v. Crowley Marine Services, Inc.*, 648 F.3d 258, 265 (5th Cir. 2011) (citing Restatement (Second) of Contracts § 223(1) (1981)) (“[T]erms and conditions contained in subsequently-issued purchase orders may supplement an oral agreement if there is evidence of a prior course of dealing between the parties from which a court may infer that the parties were aware of and consented to those additional contractual terms.”).

In fact, the UCC’s version of the parol evidence rule provides that an agreement concerning the sale of goods “may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement **but may be explained or supplemented ...**”

1. By course of performance, **course of dealing or usage of trade**; and
2. By **evidence of consistent additional terms** unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement.

NRS 104.2202 (emphasis added); *see also Las Vegas Sands, LLC v. Nehme*, 632 F.3d 526, 538 (9th Cir. 2011) (“Under Nevada law, a contract ‘may be explained or supplemented ... [b]y course of dealing or usage of trade [...]’”); *United Services Auto Ass’n v. Schlang*, 111 Nev. 486, 493, 894 P.2d 967, 971 (1995) (“[A] contract for the sale of goods which is evidenced by a writing which the parties intend to be a final expression of the agreement ‘may be explained or supplemented ... [b]y course of dealing or usage of trade [...]’”).

“Relevant evidence of trade usage and course of dealing or performance between the parties to sale contracts is often introduced to clarify terms appearing in the written contract or **to establish**

1 **additional contract terms.”** 1 Hawklund UCC Series, § 1-303:1 (2022) (emphasis added). Indeed,
2 ...

3 Section 1-303 announces a general principle applicable to all parts of the UCC that
4 **the meaning of commercial contracts is not necessarily to be found exclusively**
5 **within the four corners of the document but must take into account the**
6 **commercial circumstances surrounding the transaction.** ... The full meaning of
7 many contracts may be determined only by considering their express terms in
8 conjunction with the implied terms developed through resort to course of
9 performance, course of dealing and usage of trade and augmented by the statutory
10 (gap-filling) terms provided by the UCC itself. A bare bones sales contract usually
11 will contain only three express terms-the description, quantity, and price of the
12 goods. ... A century ago the courts were hostile to missing terms, because they
13 viewed supplying them as an improper act of making a contract for the parties. ...
14 **While this negative attitude has been eroded over the past 75 years, the UCC**
15 **almost completely reverses it by adopting the philosophy that better results**
16 **are obtained by supplying missing terms”**

17 *Id.*, § 1-303:2 (2022) (emphasis added).

18 In other words, under the UCC and according to the plain statutory language, parties’ course
19 of dealing and trade usage is always relevant and may always be used to supplement agreement
20 terms, including by providing new terms, or to otherwise explain the parties’ agreement, regardless
21 of whether the contract is integrated or ambiguous. *Nevada Speedway, LLC v. Ultimate Linings,*
22 *Ltd.*, No. 2:09-cv-01265, 2010 WL 11579452, at *3 (D. Nev. May 24, 2010) (“Course of
23 performance, course of dealing, and usage of trade are admissible to explain or supplement the
24 terms of a contract in Nevada. § 104.2202(1). Furthermore, extrinsic evidence is permissible ...
25 even in an integrated contract.”); *see also Amoco Prod. Co. v. W. Slope Gas Co.*, 754 F.2d 303, 308
26 (10th Cir. 1985) (“Under the UCC, the lack of facial ambiguity in the contract language is basically
27 irrelevant to whether extrinsic evidence ought to be considered by the court as an initial matter.”);
28 *Nanakuli Paving & Rock Co. v. Shell Oil Co., Inc.*, 664 F.2d 772, 796 (9th Cir. 1981) (“The
agreement of the parties includes that part of their bargain found in course of dealing, usage of
trade, or course of performance. These sources are relevant not only to the interpretation of express
contract terms, but may themselves constitute contract terms.”).

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B. Per the Foregoing UCC Rule, the Common Law Specifically Confirms that the Parties' Arbitration Agreement is Proved by their Course of Dealing

In Nevada (and across jurisdictions), fundamental public policy favors enforcing arbitration agreements. *Tallman v. Eighth Jud. Dist. Ct.*, 131 Nev. 713, 720, 359 P.3d 113, 118-19 (2015) (expressing “Nevada’s fundamental policy favoring the enforceability of arbitration agreements”); *State ex rel. Masto v. Second Judicial Dist. Court ex rel. Cnty. of Washoe*, 125 Nev. 37, 44, 199 P.3d 828, 832 (2009) (“As a matter of public policy, Nevada courts encourage arbitration and liberally construe arbitration clauses in favor of granting arbitration.”); *see also AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740, 1742 (2011) (the Federal Arbitration Act “reflects a ‘liberal federal policy favoring arbitration,’ and the ‘fundamental principle that arbitration is a matter of contract[.] ... Thus, courts must place arbitration agreements on an equal footing with other contracts[.]’”) (internal citations omitted). In accordance with this public policy and the foregoing UCC rule, courts have routinely held that arbitration agreements are among those that may be proved by parties’ course of dealing and trade usage.

In *In re Cotton Yarn Antitrust Litig.*, 505 F.3d 274 (4th Cir. 2007), the court relied on the “usage of trade” as described in the UCC, and determined that an agreement to arbitrate existed even where “**there was no mention of arbitration in the oral agreements**” at issue. *Id.* at 279-81 (emphasis added). The court referred to an oft-cited treatise, White & Summers, Uniform Commercial Code §§ 3:2, 3:3 (1995), which states that ...

The express agreement may be silent on a matter, yet usage of trade, course of dealing, or course of performance may fill the gap. ... The agreement of the parties includes that part of their bargain that may be found in course of dealing, usage of trade, or course of performance. These sources are relevant not only to the interpretation of express contract terms but may themselves constitute contract terms.

Ibid.; *see also* 1 White, Summers, & Hillman, Uniform Commercial Code §§ 4:2, 4:3 (2021) (same). The court explained that ...

Accordingly, if arbitration is a usage of trade in the textile industry, then **it was included in the parties’ agreement notwithstanding the fact that there was no mention of arbitration in the oral agreements.** ... [And b]ecause [the manufacturer] sufficiently established that arbitration is a usage of trade, **the oral contracts included an agreement to arbitrate notwithstanding the fact that arbitration was not mentioned in the telephone conversations** [i.e., the purchase negotiations].

1 *Cotton*, 505 F.3d at 279-81 (emphasis added).

2 Notably, the *Cotton* court relied on mere “usage of trade,” i.e., the fact “that **arbitration of**
3 **disputes is a well-established custom in the textile industry, and that as a ‘usage of trade,’**
4 **arbitration was automatically part of the agreement reached by the parties.**” *Cotton*, 505 F.3d
5 at 279) (emphasis added). Here, the same outcome is all the more compelling by virtue of CKI and
6 Coin Cloud having established an irrefutable *course of dealing* whereby, on no less than 67
7 occasions, Coin Cloud received and issued a purchase order responsive to quotes accompanying
8 the identical standard terms form containing an explicit arbitration agreement.

9 Likewise, in *Compound Sols., Inc. v. CoreFX Ingredients, LLC*, the parties entered into “a
10 series of contracts” between 2018 and 2019 for the sale of “ingredients for use in dietary
11 supplements and foods.” 19CV2058-JAH (WVG), 2020 WL 3639663, at *1 (S.D. Cal. July 6,
12 2020). Unlike the other sales orders between the parties, one of them on which the purchaser
13 claimed a breach did not contain the separate “Terms and Conditions” document including a forum
14 selection clause whereby the purchaser consented to exclusive jurisdiction in Illinois. *Id.* The court
15 nevertheless rejected the purchaser’s contentions that “the parties originally established a course of
16 dealings without any terms and conditions, the terms were one-sided, [the purchaser] ha[d] no
17 opportunity to negotiate the terms of the agreement, and [the seller] failed to advise [the purchaser]
18 of the clause.” *Id.* at *5. Particularly salient given the scenario at hand, in so doing the court
19 clarified that “**Although [the seller] failed to include the Terms and Conditions on one of the**
20 **contested transaction[s], the course of dealings between the parties indicates a mistake was**
21 **made as every other Sales Order included a separate Terms and Conditions.**” *Id.* at *5-6 n. 1.
22 (emphasis added).

23 Courts also consistently reach the same results even without relying on the UCC rule. In
24 *Pervel Indus., Inc. v. T M Wallcovering, Inc.*, for example, the court underscored that ...

25 Where, as here, a manufacturer has a well established custom of sending purchase
26 order confirmations containing an arbitration clause, a buyer who has made
27 numerous purchases over a period of time, receiving in each instance a standard
28 confirmation form which it either signed and returned or retained without objection,
is bound by the arbitration provision.

871 F.2d 7, 8 (2d Cir. 1989); *see also* Restatement (Second) of Contracts § 223 cmt. b (1981) (“Course of dealing may become part of an agreement either by explicit provision or by tacit recognition, or it may guide the court in supplying an omitted term. Like usage of trade, it may determine the meaning of language or it may annex an agreed but unstated term. There is no requirement that an agreement be ambiguous before evidence of a course of dealing can be shown, nor is it required that the course of dealing be consistent with the meaning the agreement would have apart from the course of dealing.”); *Leadertex, Inc. v. Morganton Dyeing & Finishing Corp.*, 67 F.3d 20, 25 (2d Cir. 1995) (upholding the district court’s finding “that there was an agreement to arbitrate in the instant case,” reasoning “[t]his ruling is correct in light of” the circumstances that (1) the purchaser of the allegedly defective products “**was on notice that arbitration is a widespread practice in the ... industry**”, (2) the purchaser “**had received some 100 forms incorporating the arbitration clause during the years of dealing between the parties**,” and (3) the law “**allows an arbitration agreement to rest on ‘evidence of a trade usage or of a prior course of dealings’**”) (emphasis added); *Savage SE Operations, LLC v. Wartsila N. Am., Inc.*, 496 F. Supp. 3d 1051, 1059 (S.D. Tex. 2020) (“[T]he record also establishes that **Savage had previously entered into eleven contracts with Wartsila – each of which contained the standard terms and conditions mandating arbitration. This constitutes a course of dealing for purposes of contractual interpretation. And where parties establish a course of dealing, it informs the terms in subsequent dealings, as derived by the parties’ intent. The course of dealing here shows that the parties’ regular practice is to use Wartsila’s terms and conditions.**”) (emphasis added) (internal citations omitted); *IAP Worldwide Services, Inc. v. UTi United States, Inc.*, Case No. 04-4218, 2006 WL 305443, at *8 (E.D. Pa. Feb. 8, 2006) (“[T]he prior course of dealing doctrine extends ‘beyond prior dealings involving actual disputes to include evidence that a party has ratified terms by failing to object. Specifically, terms repeated in a number of written confirmations may, over time, become part of later contracts.’”) (citing *Quick v. NLRB*, 245 F.3d 231, 247-48 (3d Cir. 2001) (additional citation omitted).

///

///

Per the fundamental principles above, Coin Cloud's having received and issued purchase orders responsive to 67 quotes containing CKI's standard terms and conditions mandating arbitration – 12 of them prior to the 4th Generation kiosk transaction – constitutes a course of dealing confirming the parties' agreement to arbitrate in the instant case. Moreover, the law instructs that it is unnecessary to reach this conclusion by conducting any analysis of Mr. Garon's response to Mr. Cashin's explicit email that the standard form "is included on all quotes." Rather, Mr. Garon's response, "Andrew, Yes, confirmed. This is correct.", is simply a proverbial nail in the coffin on the issue. Lastly, and as an ancillary matter, Coin Cloud's outlandish suggestion that *no terms whatsoever* would apply to a nearly \$35,000,000 transaction belies credulity, the reality of trade usage, and common sense. *See, e.g., Dobson Bros. Constr. Co. v. Arr-Maz Products, L.P.*, 4:12-CV-3118, 2013 WL 12141246, at *5 (D. Neb. May 7, 2013) (finding that, "in circumstances such as these – two businesses engaging in identical transactions over an extended period of time, for substantial amounts of money **Where one party to a transaction repeatedly requests or insists upon certain terms, and the other party does not object, it is reasonable to assume the other party has assented to those terms.**") (emphasis added).

C. CKI is Entitled to the Action's Dismissal on the Independent Basis that "Coin Cloud, LLC," not "Cash Cloud Inc." is the Designated Party in Privity of Contract

In Nevada, "[a]n action must be prosecuted in the name of the real party in interest." NRCP 17(a)(1); *see High Noon at Arlington Ranch Homeowners Ass'n v. Eighth Judicial Dist. Court*, 133 Nev. 500, 507 (2017) ("Under Nevada law, an action must be commenced by the real party in interest – 'one who possesses the right to enforce the claim and has a significant interest in the litigation.' [citations omitted]. Generally, a party has standing to assert only its own rights and cannot raise the claims of a third party not before the court."); *Arguello v. Sunset Station, Inc.*, 127 Nev. 365, 368, 252 P.3d 206, 208 (2011) ("NRCP 17(a) provides that '[e]very action shall be prosecuted in the name of the real party in interest.' A real party in interest 'is one who possesses the right to enforce the claim and has a significant interest in the litigation.' [citation omitted]. The inquiry into whether a party is a real party in interest overlaps with the question of standing."); *NAD, Inc. v. Eighth Judicial Dist. Court of State*, 115 Nev. 71, 76, 976 P.2d 994, 997 (1999)

1 (“NRCP 17(a) provides, in relevant part, that ‘[e]very action shall be prosecuted in the name of the
2 real party in interest.’ This language mandates that only a real party in interest may pursue an
3 action in order to enable a defendant to avail himself of discoverable evidence and relevant defenses
4 and assure him finality of judgment.”).

5 Again, the purchase order invoked in the opposing motion explicitly designates “Coin
6 Cloud, LLC” as the party in contractual privity to the subject sales transaction, not “Cash Cloud
7 Inc.” *See* Ex. 1. Likewise, the purchase order lists the registered business address for “Coin Cloud,
8 LLC,” not the business address for “Cash Cloud Inc.” Ex. 2; Ex. 3. What is more, the motion’s
9 attached declaration of Jeffrey Garon itself confirms that the purchase order’s signatory Chris
10 McAlary is the authorized principal for the contracting party “Coin Cloud, LLC.” Garon Decl., ¶
11 7. The above principles accordingly compel the action’s dismissal on the additional independent
12 basis that “Cash Cloud Inc.” is not the real party in interest having standing to raise claims relating
13 to the purchase order.

14 **IV. COUNTERMOTION**

15 Pursuant to EDCR 2.20(f), “An opposition to a motion that contains a motion related to the
16 **same subject matter** will be considered as a countermotion. A countermotion will be heard and
17 decided at the same time set for the hearing of the original motion” (emphasis added).

18 All the same facts, authorities, and legal arguments support a countermotion on the “same
19 subject matter” as Cash Cloud’s motion. Accordingly, all the foregoing sections of this brief are
20 incorporated by this reference. Such demonstrate not just that Cash Cloud’s motion should be
21 denied but that CKI is entitled to an order dismissing this action both because (1) “Cash Cloud Inc.”
22 is not the real party in interest, and (2) the parties’ course of dealing mandates inclusion of the
23 standard terms and conditions into the subject \$34,533,120.00 transaction, including its mandatory
24 arbitration provision.

25 **V. CONCLUSION**

26 For the foregoing reasons, CKI respectfully requests that the Court deny the opposing
27 motion in its entirety, and, per CKI’s countermotion, issue an order dismissing the action in its
28

entirety based on the parties' binding agreement to arbitrate. CKI is further entitled to the action's dismissal where "Cash Cloud Inc." is not the real party in interest.

Dated this 18th day of July, 2022.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite (Nevada SBN: 4078)

DWaite@lewisroca.com

3993 Howard Hughes Parkway, Suite 600

Las Vegas, NV 89169

Tel: 702.949.8200

JAFFE RAITT HEUER & WIESS, P.C.

David Z. Adler (Michigan SBN: P71227)

(*Pro Hac Vice Application Forthcoming*)

DAdler@jaffelaw.com

27777 Franklin Road Suite 2500

Southfield, MI 48034

Tel: 248.727.1563

*Attorneys for Defendant, Cole Kepro
International, LLC*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that on this day, I caused a true and correct copy of the following ***“Defendant’s Response in Opposition to Plaintiff’s Motion for Declaratory Judgment and for Stay of Arbitration Proceedings AND Defendant’s Countermotion to Dismiss Action Pursuant to EDCR 2.20(f)”*** to be E-Filed and served on the parties listed on the Court’s E-Filing and serving System.

James J. Jimmerson, Esq.
jimmerson@jimmersonlawfirm.com
James M. Jimmerson, Esq.
jmj@jimmersonlawfirm.com
THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100
Las Vegas, Nevada 89135

Attorneys for Plaintiff, Cash Cloud Inc.

Dated this 18th day of July, 2022.

/s/ Luz Horvath

An Employee of Lewis Roca Rothgerber Christie LLP

EXHIBIT 1



P.O. NUMBER: 04302021 - 2

Vendor

Cole Kepro
4170 Distribution Circle
North Las Vegas, NV 89030
702-633-4270

Customer

Coin Cloud, LLC
9580 W. Sahara Blvd
Las Vegas, NV 89117
855-264-2046

P.O. DATE	REQUISITIONER	SHIPPED VIA	Notes
04/30/2021	Jim Bauer	N/A	

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
4080	Domestic	BNR Version of Blue Box Kiosk / including updated NUC PC and \$200 discount on BNR from CPI	\$8,464.00	\$34,533,120.00
SUBTOTAL				\$34,533,120.00
Total				\$34,533,120.00

DocuSigned by:

James M Bauer

4/30/2021

AA5BDAA0051D45D

James Bauer VP of Operations

Date

DocuSigned by:

Jeffrey L. Garon

4/30/2021

9DBE2D9986C422

Jeffrey L. Garon CFO/COO

Date

DocuSigned by:

Chris McAlary

4/30/2021

D8CB448ED76C498

Chris McAlary President/CEO

Date

EXHIBIT 2

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

COIN CLOUD LLC

Entity Number:

E0336612017-1

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

07/17/2017

NV Business ID:

NV20171448790

Termination Date:

Perpetual

Annual Report Due Date:

7/31/2022

Series LLC:**Restricted LLC:****REGISTERED AGENT INFORMATION**

Name of Individual or Legal Entity:

SMITH & SHAPIRO, PLLC

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Commercial Registered Agent

NV Business ID:

NV20151119890

Office or Position:**Jurisdiction:**

NEVADA

Street Address:

3333 E. SERENE AVE., SUITE 130, Henderson, NV, 89074, USA

Mailing Address:**Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION**☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Other/	Christopher McAlary	9580 W Sahara Ave Suite 200, Las Vegas, NV, 89117, USA	07/16/2021	Active
Other/	Christopher McAlary	9580 W Sahara Ave Suite 200, Las Vegas, NV, 89117, USA	07/16/2021	Active
Other/	Jeffrey L Garon	9580 W Sahara Ave Suite 200, Las Vegas, NV, 89117, USA	07/16/2021	Active

Title	Name	Address	Last Updated	Status
Other/	Jeffrey L Garon	9580 W Sahara Ave Suite 200, Las Vegas, NV, 89117, USA	07/16/2021	Active
Other/	Jeffrey L Garon	9580 W Sahara Ave Suite 200, Las Vegas, NV, 89117, USA	07/16/2021	Active

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EXHIBIT 3

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

CASH CLOUD INC.

Entity Number:

E0169492014-9

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

04/01/2014

NV Business ID:

NV20141224045

Termination Date:

Perpetual

Annual Report Due Date:

4/30/2023

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

REGISTERED AGENTS INC.

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Commercial Registered Agent

NV Business ID:

NV20131735999

Office or Position:**Jurisdiction:**

WYOMING

Street Address:

401 RYLAND ST STE 200-A, Reno, NV, 89502, USA

Mailing Address:**Individual with Authority to Act:**

BILL HAVRE

Fictitious Website or Domain Name:**OFFICER INFORMATION**☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
President	Christopher McAlary	10190 Covington Cross Drive, Las Vegas, NV, 89144, USA	04/22/2022	Active
Secretary	Jeffrey L. Garon	10190 Covington Cross Drive, Las Vegas, NV, 89144, USA	04/22/2022	Active
Treasurer	Jeffrey L. Garon	10190 Covington Cross Drive, Las Vegas, NV, 89144, USA	04/22/2022	Active
Director	Christopher McAlary	10190 Covington Cross Drive, Las Vegas, NV, 89144, USA	04/22/2022	Active
Director	Jeffrey L. Garon	10190 Covington Cross Drive, Las Vegas, NV, 89144, USA	04/22/2022	Active

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[Go to Page](#)**CURRENT SHARES**

Class/Series	Type	Share Number	Value
	Authorized	1,000	0.001000000000
	Common	10,000	0.0001

Page 1 of 1, records 1 to 2 of 2

Number of No Par Value Shares:

0

Total Authorized Capital:

11

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EXHIBIT 4

DECLARATION OF RICK DURICA

I, Rick Durica, pursuant to NRS 53.045, declare the following:

1. I am the Vice President of Sales of Cole Kepro International, LLC ("CKI").

2. I make this declaration based on personal knowledge, and if called to testify as a witness in this matter I would testify competently and consistently with the representations contained herein.

3. This declaration is made in support of CKI's Response in Opposition to Plaintiff's Motion for Declaratory Judgment and for Stay of Arbitration Proceedings, in addition to CKI's Countermotion to Dismiss Case No. A-22-854226-C.

4. CKI has maintained a multi-year business relationship with an entity whose purchase orders consistently designate it as "Coin Cloud," having its address at 9580 W. Sahara Blvd., Las Vegas, NV 89117.

5. CKI and Coin Cloud engaged in over 80 transactions between December 2019 and April 2022, whereby CKI would issue a sales quote and Coin Cloud would accept by issuing a corresponding purchase order.

6. 67 of CKI's aforementioned sales quotes issued to Coin Cloud throughout the parties' multi-year course of dealing were accompanied by CKI's applicable standard two-page terms and conditions form, identical in each instance.

7. Never once during the parties' multi-year business relationship did Coin Cloud raise any objection to the standard terms on the form.

8. Coin Cloud received and accepted 12 CKI quotes accompanied by the same standard terms and conditions form before the quote at issue in the subject motion and countermotion was sent on February 16, 2021. Coin Cloud issued the corresponding purchase order on April 30, 2021, to buy 4,080 4th Generation kiosks from CKI for \$34,533,120.00.

9. The quote at issue is among a handful of those I mistakenly emailed to Coin Cloud during the parties' multi-year business relationship without the accompanying standard terms and conditions form that Coin Cloud received and accepted in connection with 67 other transactions.

1 I declare that the foregoing is true and correct under penalty of perjury per the laws of the
2 State of Nevada.

3
4 Executed this 18 day of July, 2022.



6 Rick Durica

3993 Howard Hughes Parkway, Suite 600
Las Vegas, NV 89169

LEWIS  **ROCA**

EXHIBIT 5



QUOTE LETTER

RFQ No.:2020- 44

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Due with Order	09/09/2020	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1	25818	AS-2960-01-234-KIT01	REPLACEMENT DECK ASSEMBLY, LCD DECK, 21.5" LCD WITH LED Lighting	A00	

Includes Deck assembly, EDGE Lit LCD and camera

Quantity	Price Each	Extended Price
190.000	\$800.00	\$152000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean the written quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of communication between Purchaser and Cole Kepro shall be null and void, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date that the necessary and proper calling certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or similar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper calling certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. The time and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Charges. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is cancelled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, theft, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective article to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademark. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not derived to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

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4.12 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2020- 47

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088 }

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		NET 45	09/11/2020	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		604-0055	RECYCLER SCR8328, ADVANCE, USB, 2 DNOM, LATCH (US VERSION)		

to be included in cabinets or shipped separately

Quantity	Price Each	Extended Price
510.000	\$1190.00	\$606900.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

**COLE KEPRO
TERMS AND CONDITIONS OF SALE**

"Products" shall mean the Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
 "Parties" shall mean Cole Kepro and Purchaser, collectively;
 "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
 "Price" shall mean the price for the Products as currently set out in the Quotation;
 "Products" shall mean the Cole Kepro products described in the Quotation;
 "Quotation" shall mean this certain quotation or proposal form (the Kepro) issued herewith, which is hereby incorporated by reference.

[illegible]

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole/Kepro International
4170 Distribution Circle North Las Vegas, NV 89003 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2020- 55

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: }

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
		RICK DURICA		Prepaid	09/29/2020	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1	26014	709-CER-215WMTC EGALAX	21.5" LCD 10 POINT W/USB TOUCH			

This is the LCD used in the white Slab unit

Quantity	Price Each	Extended Price
25.000	\$525.00	\$13125.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 56

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
		RICK DURICA		Prepaid	09/29/2020	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1	25944	2960-01-249-KIT01	KIT, SECURITY STRAP			A00
Security Strap for Slab unit, Lock not included						

Quantity	Price Each	Extended Price
100.000	\$25.00	\$2500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date required by the Terms of Sale or applicable law. Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, unavailability or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material shortages or other causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for material that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper calling certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, plans, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is cancelled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be subpackaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select and construct as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-105 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime, cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, or resulting from the sale, or resulting from the Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, having specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will incur to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, parts submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 66

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
COLE TRUCK	RICK DURICA		Prepaid	10/12/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1	26014	709-CER-215WMTC EGALAX	21.5" LCD 10 POINT W/USB TOUCH	

Quantity	Price Each	Extended Price
10.000	\$540.00	\$5400.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their repackaging, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It depletes any default by the Purchaser, Cole Kepro elects to continue to make deliveries. Its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of Purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, errors or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material shortages or delays due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation or change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Bedrock Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, theft, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton, (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its affiliates, and subsidiaries. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89030 United States of America



QUOTE LETTER

RFQ No.:2020- 73

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Due with Order	11/03/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		709-ELO-215WMTC	LCD 21.5" OPEN FRAME W/PCAP TOUCH INCLUDING DISPLAY PORT TO DISPLAY PORT	

Quantity	Price Each	Extended Price
10.000	\$660.00	\$6600.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products identified in the Quotation;
- "Quotation" shall mean the certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

- 2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.
- 2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.
- 2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.
- 2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no right of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.
- 2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It disposes any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.
- 2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.
- 2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, fires, or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.
- 2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.
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- 2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or omitted under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expedited economic benefit of this Agreement is not thereby lost.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 84

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Due with Order	11/19/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		AS-2960-01-234-KIT02	Replacement Deck Assembly for Gen1 cabinet to new LED A lit LCD	

Complete replacement kit assembly to switch to the DNT 21.5" Edge lit LCD, Less LCD, includes LED controller and wiring harness

Quantity	Price Each	Extended Price
25.000	\$325.00	\$8125.00

No.	Quote No.	Part No.	Description	Rev.
2		709-DNT-215WPTF-LED-ANTIMICROBIAL	21.5" FHD, PCAP, LED DECO 5V, W/ANTIMICROBIAL	

Quantity	Price Each	Extended Price
25.000	\$500.00	\$12500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 833-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries.

"Parties" shall mean Cole Kepro and Purchaser, collectively.

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It dispense any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect. Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be applied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other error on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with replacement, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime costs, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use of which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for small damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 91

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		NET-45	12/08/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		304-0076	LOCK ELECTRIC SG3006-202 KEYPAD LOCK & ELECTRIC BOLT KIT	

Quantity	Price Each	Extended Price
15.000	\$430.00	\$6450.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. Trail Products in Purchaser's purchase order, not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed to it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89030 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise indicated by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AVOIDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its affiliates, and subsidiaries. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademark. Any use which Purchaser makes of Cole Kepro's name or trademarks will incur to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

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4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 94

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		NET 45	12/10/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		719-FP-108B/DC-GEN01-KIT05	12VDC Fan and Plenum Kit	A00

Quantity	Price Each	Extended Price
10.000	\$22.50	\$225.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Rejection of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code (UCC) for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of Purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, plans, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation on an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If a purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest in said items, where required by state law. These interests will be deemed collected and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.12 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will assume no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 95

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Prepaid	12/11/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		724-0028	CPU NUC713DNH1E, NUC 7 i3-7100U Pro, 4GB DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O Plate, No OS	

Quantity	Price Each	Extended Price
600.000	\$650.00	\$390000.00

No.	Quote No.	Part No.	Description	Rev.
2		724-753-3512-310	SSD 512GB PCIe	A

Quantity	Price Each	Extended Price
200.000	\$80.00	\$16000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property taxes, licenses, privileges, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control, or any live or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime, cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby lost.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2020- 96

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Prepaid	12/11/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1.		724-753-3512-300	SSD 512GB, M.2 SATA 3 Samsung	A

Quantity	Price Each	Extended Price
800.000	\$93.50	\$74800.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise expressly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date, or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code (UCC) for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by stopping them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdowns, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

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4170 Distribution Circle North Las Vegas NV 89031 United States of America

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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with cash or credit, by payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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}

}
}



QUOTE LETTER

RFQ No.:2020- 97

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	RICK DURICA		Prepaid	12/11/2020	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		724-753-3128-E20	SSD 128GB, 2.5 in SATA 3 Kingland	A

Quantity	Price Each	Extended Price
800.000	\$30.00	\$24000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Rejection of a purchase order shall be in writing. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interference or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proportionate certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2021- 148

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
		Rick Durica		NET 45	04/05/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		501-2795	Harness, JCM iPRO-RC Bill Recycler Power			A00
			Quantity	Price Each	Extended Price	
			3.000	\$32.50	\$97.50	
No.	Quote No.	Part No.	Description			Rev.
2		501-2794	Harness, JCM iPRO-RC Bill Recycler Interface			A00
			Quantity	Price Each	Extended Price	
			3.000	\$45.25	\$135.75	

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser provides written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information to the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all fees and costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits, claims, damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 149

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
	Rick Durica		NET 45	04/07/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1

708-0052

POWER SUPPLY 24V, 13.4A, 321.6W AC TO DC
SWITCHING ENCLOSED SINGLE OUTPUT WITH PFC
FUNCTION

Quantity	Price Each	Extended Price
3.000	\$50.00	\$150.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean the written quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month of the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, invoke any previously granted terms of credit, and/or 2% monthly any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by stopping them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from many such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton, (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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QUOTE LETTER

RFQ No.:2021- 150

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	04/12/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		304-0081	Dallas Keys		

All Keys keyed to the same code

Quantity	Price Each	Extended Price
1000.000	\$24.00	\$24000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date, or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser provides written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-105 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.12 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America

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4170-103 Distribution Circle North Las Vegas, NV 89030
(702) 633-4270, Fax (702) 399-5744

Prepared for

Coin Cloud
9580 West Sahara Ave Unit 200
Las Vegas, NV 89117
Attn: David Ellingson

QUO
Q
ACCOUNT EX
P
PAYMENT TE
FOB
L

C-2960-02-000-GEN01, Coin Cloud Security Kiosk

Includes:

1/4" Steel construction,
Powder coated
Front door latching mechanism
"Dallas lock" for front door

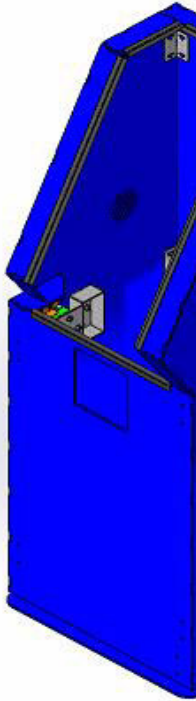


Photo for Reference only

5/7/2021

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and /or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to protect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchase also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.



QUOTE LETTER

RFQ No.:2021- 151

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088 }

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	04/15/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		2960-01-342-097	WELDMENT, CHAIN GUARD	A00

Quantity	Price Each	Extended Price
35.000	\$120.00	\$4200.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their repackaging, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, plans, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoices for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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4170 Distribution Circle North Las Vegas NV 89031 United States of America

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North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller's) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether the defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89030 United States of America



QUOTE LETTER

RFQ No.:2021- 160

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	05/10/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		708-0100	ACUPWR 200-Watt Step-Down Transformer (AD-200IEC)	

Quantity	Price Each	Extended Price
10.000	\$140.00	\$1400.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

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4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to seize, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

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4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 162

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	05/11/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.

1		304-0076	LOCK ELECTRIC SG3006-202 KEYPAD LOCK & ELECTRIC BOLT KIT			
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Quantity	Price Each	Extended Price
1.000	\$430.00	\$430.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to not rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control, or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for charge except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of a change in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modification or Disgrace. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability in any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2021- 163

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	05/12/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.

1

Crate for Brazil Units

Crate for Brazil Units

A00

Quantity	Price Each	Extended Price
20.000	\$620.00	\$12400.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

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4. GENERAL PROVISIONS

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4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to soap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to other party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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QUOTE LETTER

RFQ No.:2021- 164

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	05/12/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1	AS-2960-01-500-GEN01	White LED replacement assembly for APSM cabinet	A
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kit contains two LED light board, mounting bracket, transformer

Quantity	Price Each	Extended Price
100.000	\$15.75	\$1575.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and Invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of Purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guaranteed, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-108 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, INCLUDING BUT NOT LIMITED TO, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 167

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	05/18/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.

1 UL testing and Certification, Coin Cloud Kiosk Fee and SEL Fee, for Coin Cloud Kiosk A00
 Cost includes transportation of kiosk to the SEL testing facility, SEL/UL Lab fees , SEL /UL testing , and UL certification paperwork

Quantity	Price Each	Extended Price
1.000	\$21000.00	\$21000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 833-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Price.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

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2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. If goods manufactured by Cole Kepro are delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect. Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for such such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, flood, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Products returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, (being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademark. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment in any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 168

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOD	Terms	Inquiry Date	Buyer
			NET 45	05/18/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1

709-ELO-215WMTC

LCD 21.5" OPEN FRAME W/PCAP TOUCH INCLUDING
DISPLAY PORT TO DISPLAY PORT

Quantity	Price Each	Extended Price
10.000	\$660.00	\$6600.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. For additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Pricing.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing process make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit authorization and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and applicable payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. In the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformance in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It disavows any default by the Purchaser. Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wreck or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or similar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating outside shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America

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North Las Vegas, NV 89030 USA
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3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or anything purchased by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, (being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89030 United States of America



QUOTE LETTER

RFQ No.:2021- 169

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	05/19/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1		709-CER-215WMTC EGALAX	21.5" LCD 10 POINT W/USB TOUCH		
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Quantity	Price Each	Extended Price
10.000	\$605.00	\$6050.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed to Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or similar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from many such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modification to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-108 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE, BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE, FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 184

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/01/2021	London R. Molina
No.	Quote No.	Part No.	Description	Rev.	

1

304-0078

CABLE, 10 FT, MINI-USB SG3000-015-009 FOR DIGITAL
KEYPAD SG3006-202

Quantity	Price Each	Extended Price
10.000	\$25.00	\$250.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
- "Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their repackaging, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Terms of Sale. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt to many such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier, all freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, theft, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, INCLUDING BUT NOT LIMITED TO, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 193

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/20/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		C-2960-04-000-GEN01	ASSEMBLY, HALF VAULT, COIN CLOUD BITCOIN SECURITY KIOSK (BNR)	B00	
		Quantity	Price Each	Extended Price	
		500.000	\$1450.01	\$725005.00	

Remit payment to:

Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618

Overnight Address:

 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053

Electronically to:

Fifth Third Bank, Cole Kepro International, LLC

ACH- ABA# 071923909 Acct# 88800224

WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

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2.5 Default: Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms: All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure: Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes: Purchaser agrees to report and pay all taxes and assessments imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes: An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs: Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest: For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. Air freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser provides written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.12 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merge all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 194

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/20/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		C-2960-03-000-GEN01	COIN CLOUD BITCOIN SECURITY KIOSK BNR Kiosk	A00	

Quantity	Price Each	Extended Price
100.000	\$1550.00	\$155000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of agreement shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, services, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of its acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, resulting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payment of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date that delivery is delayed. Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect. Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

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2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles by payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, down time cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, into the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89030 United States of America

**QUOTE LETTER**

RFQ No.:2021- 195

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/20/2021	David Ellingson
No.	Quote No.	Part No.	Rev.		

1

Steel increase upcharge

Steel increase upcharge for security vaults on PO 692021

Customer P/N:

Quantity	Price Each	Surcharge	Extended Price
10.000	\$360.00	\$0.00	\$3600.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), failing or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for material that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, by air freight or by ground freight in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2021- 197

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/26/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		C-2960-03-000-GEN01	COIN CLOUD BITCOIN SECURITY KIOSK BNR Kiosk	A00

Quantity	Price Each	Extended Price
500.000	\$1975.00	\$987500.00

No.	Quote No.	Part No.	Description	Rev.
2		C-2960-04-000-GEN01	ASSEMBLY, HALF VAULT, COIN CLOUD BITCOIN SECURITY KIOSK (BNR)	B00

Quantity	Price Each
250.000	\$1875.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro Int
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

VOID

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is otherwise subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, theft, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of, connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2021- 198

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	07/27/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1

304-0088

CABLE, BATTERY BOX CABLE FOR TOUCH MANAGER
LOCK

Quantity	Price Each	Extended Price
10.000	\$13.00	\$130.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payment of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in the Products shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, when Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modification to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or disposition, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser resolves written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime, cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merge all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby lost.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 199

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	07/27/2021	London R. Molina
No.	Quote No.	Part No.	Description			Rev.
1		501-2777	Harness, Dual Lock Connection Cable, Lock 1			B00

Quantity	Price Each	Extended Price
10.000	\$17.50	\$175.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchase" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
- "Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

- 2.1 **Terms and Conditions.** All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.
- 2.2 **Price.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.
- 2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.
- 2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed to Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.
- 2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date the required payment is made. Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due it and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.
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- 2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.
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Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and changes shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-165 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to deny its warranty obligation in full, with respect to defective articles, by the purchaser to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, print, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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**QUOTE LETTER**

RFQ No.:2021- 200

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Quote supersedes RFQ #2021-197 New updated pricing based on finding vender with reduced price for 1/4" thick steel

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	08/05/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		C-2960-03-000-GEN01	COIN CLOUD BITCOIN SECURITY KIOSK BNR Kiosk	A00

Quantity	Price Each	Extended Price
200.000	\$1850.00	\$370000.00

No.	Quote No.	Part No.	Description	Rev.
2		C-2960-04-000-GEN01	ASSEMBLY, HALF VAULT, COIN CLOUD BITCOIN SECURITY KIOSK (BNR)	B00

Quantity	Price Each	Extended Price
1000.000	\$1750.00	\$1750000.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
- "Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

- 2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.
- 2.2 **Price.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.
- 2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.
- 2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.
- 2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable damages. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.
- 2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.
- 2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.
- 2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.
- 2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.
- 2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.
- 2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no liability under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to deny its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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**QUOTE LETTER**

RFQ No.:2021- 202

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	08/13/2021	London R. Molina
No.	Quote No.	Part No.	Description			Rev.
1		724-0028	CPU NUC7I3DNH1E, NUC 7 i3-7100U Pro, 4GB DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O Plate, No OS			
			Quantity	Price Each	Extended Price	
			10.000	\$650.00	\$6500.00	
No.	Quote No.	Part No.	Description			Rev.
2		304-0077	LOCK BOLT ELECTRIC SGS104-101			
			Quantity	Price Each	Extended Price	
			10.000	\$70.00	\$700.00	

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
- "Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions:** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices:** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance:** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment:** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and sales otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to not rights of setoff for any amount it owes for particular Products against amounts owed to Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default:** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms:** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure:** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or sequestration of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes:** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes:** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modification to Designs:** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest:** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the ULC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product(s) returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to the defective articles, by payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction or installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, as being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein and with the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

**QUOTE LETTER**

RFQ No.:2021- 203

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	08/13/2021	London R. Molina

No.	Quote No.	Part No.	Description	Rev.
1		729-0009	4K USB Camera Module with Sony IMX317 sensor with 1.95mm lens & 1m cable	

Quantity	Price Each	Extended Price
10.000	\$84.00	\$840.00

No.	Quote No.	Part No.	Description	Rev.
2		2960-01-301-097	DOOR CAMERA REAR COVER	A00

Quantity	Price Each	Extended Price
10.000	\$8.00	\$80.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed to Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including but not reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or trespassing of Cole Kepro's production facilities, legal interferences or prohibitions, laws, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will incur to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, molds, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to other party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 207

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET-45	08/23/2021	London R. Molina
No.	Quote No.	Part No.	Description	Rev.	
1		AS-2960-01-Sound kit	Sound Kit for 2960 cabinet	8-23-2021	

kit contains

2038-01-046-054 Speaker Grill 2 per

AS-718-900N08-1WP-GEN01 ASSEMBLY, SPEAKER 2X3 REC. W/2POS MINI-FIT 2 per

501-2819 Harness, Main Door Speakers, 2960 Cabinet

718-0039 PM2038 power amplifier board 2 * 5W small power amplifier module USB powered DC5V speaker audio amplifier

2960-01-306 MOUNTING BRACKET, PM2038 AMPLIFIER

509-0019 Cable 3Ft. USB Type A Male A Male (Beige)

509-0024 Cable 3FT, 3.5mm Stereo Phone Plug Male to Male Audio Cable

722-0003 Sabrent USB External Stereo Sound Adapter for Windows and Mac. Plug and Play No Drivers Needed. (AU-MMSA)

Quantity	Price Each	Extended Price
10.000	\$80.00	\$800.00

Remit payment to:

Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618

Overnight Address:

Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC

6201 Dempster Street, Morton Grove, IL 60053

Electronically to:

Fifth Third Bank, Cole Kepro International, LLC

ACH- ABA# 071923909 Acct# 88800224

WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 833-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
- "Parties" shall mean Cole Kepro and Purchaser, collectively;
- "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
- "Price" shall mean the price for the Products as currently set out in the Quotation;
- "Products" shall mean the Cole Kepro products described in the Quotation;
- "Quotation" shall mean the certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed mutual alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. In all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to not rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation, for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of delay in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89030 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, misuse, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89030 United States of America

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QUOTE LETTER

RFQ No.:2021- 208

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	08/25/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.

1		Repair Damage	Repair Damage to Customer owned Machines	A00
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replace 2960-01-235-097 WELDMENT, LCD DECK, 21.5" D&T
2960-01-145-097 UPPER BASE SHELF, USA/LED
AS-2960-01-010 ASSEMBLY, CONCEALED HINGE
2960-01-308-097 WELDMENT, SIDE PANEL, RIGHT
parts and labor and retest cabinet

Quantity	Price Each	Extended Price
1.000	\$385.00	\$385.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdowns, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, flood, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, or being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will insure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 209

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030
Phone (702) 633-4270
Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117
Phone: 855-264-2046
Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	08/23/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		AS-2960-01-Sound kit	Sound Kit for 2960 cabinet			8-23-2021

kit contains

2038-01-046-054 Speaker Grill 2 per
AS-718-90ON08-1WP-GEN01 ASSEMBLY, SPEAKER 2X3 REC. W/2POS MINI-FIT 2 per
501-2819 Harness, Main Door Speakers, 2960 Cabinet
718-0039 PM2038 power amplifier board 2 * 5W small power amplifier module USB powered DC5V speaker audio amplifier
2960-01-306 MOUNTING BRACKET, PM2038 AMPLIFIER
509-0019 Cable 3Ft. USB Type A Male A Male (Beige)
509-0024 Cable 3FT, 3.5mm Stereo Phone Plug Male to Male Audio Cable
722-0003 Sabrent USB External Stereo Sound Adapter for Windows and Mac. Plug and Play No Drivers Needed. (AU-MMSA)

Quantity	Price Each	Extended Price
1000.000	\$77.50	\$77500.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver its Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, matter or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter here and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International



QUOTE LETTER

RFQ No.:2021- 209

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	08/23/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		AS-2960-01-Sound kit	Sound Kit for 2960 cabinet			8-23-2021

kit contains

2038-01-046-054 Speaker Grill 2 per

AS-718-900N08-1WP-GEN01 ASSEMBLY, SPEAKER 2X3 REC. W/2POS MINI-FIT 2 per

501-2819 Harness, Main Door Speakers, 2960 Cabinet

718-0039 PM2038 power amplifier board 2 * 5W small power amplifier module USB powered DC5V speaker audio amplifier

2960-01-306 MOUNTING BRACKET, PM2038 AMPLIFIER

509-0019 Cable 3Ft. USB Type A Male A Male (Beige)

509-0024 Cable 3FT, 3.5mm Stereo Phone Plug Male to Male Audio Cable

722-0003 Sabrent USB External Stereo Sound Adapter for Windows and Mac. Plug and Play No Drivers Needed. (AU-MMSA)

Quantity	Price Each	Extended Price
1000.000	\$77.50	\$77500.00

Remit payment to:

Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618

Overnight Address:

Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053

Electronically to:

Fifth Third Bank, Cole Kepro International, LLC

ACH- ABA# 071923909 Acct# 88800224

WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of purchase order shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state, or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be its responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, meter or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether the defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter hereof and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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Quotation valid for 30 days from date above.



QUOTE LETTER

RFQ No.:2021- 210

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	08/27/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		729-0009	4K USB Camera Module with Sony IMX317 sensor with 1.95mm lens &1m cable	

Quantity	Price Each	Extended Price
1000.000	\$84.00	\$84000.00

No.	Quote No.	Part No.	Description	Rev.
2		2960-01-301-097	DOOR CAMERA REAR COVER	A00

Quantity	Price Each	Extended Price
1000.000	\$8.00	\$8000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

- "Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
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- "Price" shall mean the price for the Products as currently set out in the Quotation;
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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Terms of Sale. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver its Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, mater or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for its expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defect in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter hereof and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

**QUOTE LETTER**

RFQ No.:2021- 211

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	08/28/2021	David Ellingson
No.	Quote No.	Part No.	Rev.		
1		AS-2960-01-Sound kit 01	8-27-2021		
		Sound Kit for first 200 2960 cabinets			
		Customer P/N:			

501-2819 Harness, Main Door Speakers, 2960 Cabinet

718-0039 PM2038 power amplifier board 2 * 5W small power amplifier module USB powered DC5V speaker audio amplifier

2960-01-306 MOUNTING BRACKET, PM2038 AMPLIFIER

509-0019 Cable 3Ft. USB Type A Male A Male (Beige)

509-0024 Cable 3FT, 3.5mm Stereo Phone Plug Male to Male Audio Cable

722-0003 Sabrent USB External Stereo Sound Adapter for Windows and Mac. Plug and Play No Drivers Needed. (AU-MMSA)

AS-2960-01-337 Speaker Assembly, first 200 cabinets (2 per)

Quantity	Price Each	Surcharge	Extended Price
200.000	\$85.00	\$0.00	\$17000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
"Parties" shall mean Cole Kepro and Purchaser, collectively;
"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
"Price" shall mean the price for the Products as currently set out in the Quotation;
"Products" shall mean the Cole Kepro products described in the Quotation;
"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds, permits resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AVOIDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will secure no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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**QUOTE LETTER**

RFQ No.:2021- 212

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	08/31/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		2960-01-376	COVER PLATE, FAN MOUNT			A01
			Quantity	Price Each	Extended Price	
			4200.000	\$3.00	\$12600.00	
No.	Quote No.	Part No.	Description			Rev.
2		2960-01-377	LATCH SECURITY ANGLE			B00
			Quantity	Price Each	Extended Price	
			8060.000	\$3.00	\$24180.00	

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions: All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices: The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance: All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment: Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default: Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms: All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure: Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, strikes or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes: Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes: An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design: Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest: For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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4170 Distribution Circle
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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser provides written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-105 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, print, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 215

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	09/03/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		302-0040	Rubber Push-on Seal with Bulb on Top, Hollow, for 1/4" Edge, 3/8" Wide - 50 ft Length, Water and Weather Resistant			

price is one 50' roll

Quantity	Price Each	Extended Price
1.000	\$130.00	\$130.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

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"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and Invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, mater or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for its expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International

Cole Kepro International
 4170 Distribution Circle
 North Las Vegas, NV 89030 USA
 Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether the defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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Quotation valid for 30 days from date above.



QUOTE LETTER

RFQ No.:2021- 217

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	09/07/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		2960-01-301-097	DOOR CAMERA REAR COVER, GEN01 cabinet	A00

Quantity	Price Each	Extended Price
200.000	\$8.50	\$1700.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It disposes any default by the Purchaser. Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications or Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-101 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all fees and costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 217

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	09/07/2021	David Ellingson
No.	Quote No.	Part No.	Rev.		

1

2960-01-301-097

A00

DOOR CAMERA REAR COVER, GEN01 cabinet

Customer P/N:

Quantity	Price Each	Surcharge	Extended Price
200.000	\$8.50	\$0.00	\$1700.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
 "Parties" shall mean Cole Kepro and Purchaser, collectively;
 "Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
 "Price" shall mean the price for the Products as currently set out in the Quotation;
 "Products" shall mean the Cole Kepro products described in the Quotation;
 "Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the terms of sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, resulting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, print, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If a purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-105 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to other party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America

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QUOTE LETTER

RFQ No.:2021- 218

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	09/08/2021	London R. Molina
No.	Quote No.	Part No.	Description	Rev.	

1		604-0066	BNR421 S Recycler Main Module B2 + Chassis		
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Quantity	Price Each	Extended Price
5.000	\$3700.00	\$18500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipt, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and Invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed to Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver, due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control, or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are hereby incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby affected.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89030 United States of America



QUOTE LETTER

RFQ No.:2021- 219

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	09/10/2021	London R. Molina

No.	Quote No.	Part No.	Description	Rev.
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1		724-0028	CPU NUC7I3DNH1E, NUC 7 i3-7100U Pro, 4GB DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O Plate, No OS	
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Quantity	Price Each	Extended Price
25.000	\$650.00	\$16250.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all its divisions, affiliates, and subsidiaries;
"Parties" shall mean Cole Kepro and Purchaser, collectively;
"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
"Price" shall mean the price for the Products as currently set out in the Quotation;
"Products" shall mean the Cole Kepro products described in the Quotation;
"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fire, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

1
1



QUOTE LETTER

RFQ No.:2021- 221

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	09/14/2021	David Ellingson

No.	Quote No.	Part No.	Description	Rev.
1		C-2960-05-000-GEN01	COIN CLOUD DCM SECURITY KIOSK APSM KIOSK	A00

Quantity	Price Each	Extended Price
10.000	\$1850.00	\$18500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no right of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payment of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. Where the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, print, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or disposition, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise indicated by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser resolves written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyright, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to other party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 223

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	09/17/2021	David Ellingson
No.	Quote No.	Part No.	Description			Rev.
1		724-0035	CPU OPS1SN, Simply NUC OPS Module, i3-8145U (CM8CCB), 4GB, 512GB SATA M.2 SSD, No OS			
			Quantity	Price Each	Extended Price	
			30.000	\$700.00	\$21000.00	
No.	Quote No.	Part No.	Description			Rev.
2		724-0028	CPU NUC7I3DNH1E, NUC 7 i3-7100U Pro, 4GB DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O Plate, No OS			
			Quantity	Price Each	Extended Price	
			30.000	\$650.00	\$19500.00	
No.	Quote No.	Part No.	Description			Rev.
3		724-0045	CPU NUC10I3FNH, i3-10110U, 4GB DDR4 Mem, 512GB SATA M.2 SSD, No OS			
			Quantity	Price Each	Extended Price	
			30.000	\$650.00	\$19500.00	
No.	Quote No.	Part No.	Description			Rev.
4		724-0042	CPU LLM1r5RK, AMD R1505G, 4GB DDR4 Mem, 512GB SATA M.2 SSD, No OS			
			Quantity	Price Each	Extended Price	
			30.000	\$650.00	\$19500.00	
No.	Quote No.	Part No.	Description			Rev.
5		724-0041	CPU LLM1r3RK, AMD R1305G, 4GB DDR4 Mem, 512GB SATA M.2 SSD, No OS			
			Quantity	Price Each	Extended Price	
			30.000	\$650.00	\$19500.00	

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 833-4270



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2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment term, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver, due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, without resort to defective articles, by the payment to the purchaser of all sums paid by the Purchaser for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or damage to the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merge all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 233

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	10/14/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		403-0137	LABEL, COIN CLOUD LOGO		

Quantity	Price Each	Extended Price
100.000	\$2.00	\$200.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
"Parties" shall mean Cole Kepro and Purchaser, collectively;
"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
"Price" shall mean the price for the Products as currently set out in the Quotation;
"Products" shall mean the Cole Kepro products described in the Quotation;
"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by air freight for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner; however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

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2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or services, downtime or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its affiliates, and subsidiaries. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 234

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	10/14/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	

1

AS-2960-Shipping Box kit

Coin Cloud Shipping box kit

Contains

2960-01-300 SHIPPING PLATE HOLD DOWN 2 ea

Plain Kraft Box bottom 1 ea

Plain Kraft Flap Carton Kiosk box 1 ea

5/16-18 x 2 1/2 Carriage Bolt Zinc Plated Full Thread 4 ea

5/16-18 Hex Nut Zinc 4 ea

Pallet 36 x 32, 2-Way 1 ea

Quantity	Price Each	Extended Price
58.000	\$125.00	\$7250.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no right of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries. Its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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)



QUOTE LETTER

RFQ No.:2021- 236

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email:

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	10/15/2021	London R. Molina
No.	Quote No.	Part No.	Description			Rev.
1		501-2795	Harness, JCM iPRO-RC Bill Recycler Power			A00
			Quantity	Price Each	Extended Price	
			10.000	\$7.25	\$72.50	
No.	Quote No.	Part No.	Description			Rev.
2		501-2782	Harness, AC Input, Power Supply , Meanwell SP-240			A00
			Quantity	Price Each	Extended Price	
			10.000	\$6.75	\$67.50	

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;
"Parties" shall mean Cole Kepro and Purchaser, collectively;
"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;
"Price" shall mean the price for the Products as currently set out in the Quotation;
"Products" shall mean the Cole Kepro products described in the Quotation;
"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions: All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices: The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance: All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment: Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, resulting in Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default: Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms: All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure: Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment for or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes: Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes: An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design: Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest: For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 238

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	10/19/2021	London R. Molina
No.	Quote No.	Part No.	Description			Rev.
1		2960-01-028	DOOR CAMERA LENS COVER			A00
			Quantity	Price Each	Extended Price	
			10.000	\$2.25	\$22.50	
No.	Quote No.	Part No.	Description			Rev.
2		2960-01-237	DOOR CAMERA LENS COVER			A00
			Quantity	Price Each	Extended Price	
			10.000	\$2.75	\$27.50	

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

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"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be as set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Rejection of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries. Its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), failing or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, ureods or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, including specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 240

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	10/25/2021	London R. Molina
No.	Quote No.	Part No.	Description			Rev.
1		2960-01-136-097	CHUTE PLATE USA			B00
			Quantity	Price Each	Extended Price	
			11.000	\$22.00	\$242.00	
No.	Quote No.	Part No.	Description			Rev.
2		2960-01-131	SCR RECYCLER HOUSING			C00
			Quantity	Price Each	Extended Price	
			11.000	\$23.50	\$258.50	
No.	Quote No.	Part No.	Description			Rev.
3		2960-01-132	SCR RECYCLER HOOK PLATE			C00
			Quantity	Price Each	Extended Price	
			11.000	\$17.00	\$187.00	

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, pilots, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, some plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation or change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an accepted price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packaged for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise indicated by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademark. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will secure no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 242

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	10/28/2021	London R. Molina

No.	Quote No.	Part No.	Description	Rev.
1		AS-2960-01-044-KIT01	Gen01 cabinet Speaker Kit with 4K New Top Sony Camera & Bracket	A00

Quantity	Price Each	Extended Price
12.000	\$180.00	\$2160.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any term or condition that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delay in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from many such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

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3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction or installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 244

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	11/02/2021	London R. Molina

No.	Quote No.	Part No.	Description	Rev.
1		AS-2960-Shipping Box KIT02	Coin Cloud Shipping box kit Boxand bag only, no pallet or brackets	

Quantity	Price Each	Extended Price
25.000	\$60.00	\$1500.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date, or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") by Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, rationing or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expenses shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-163 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether the defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fire, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to refuse to repair or replace any Product returned by the purchaser if all sums paid by the purchaser to Cole Kepro for such Products, IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE, FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, in being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to accept, without liability, prints submitted for quotation, as well as models, patterns, tods, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 246

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	11/15/2021	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		724-0028	CPU NUC7I3DNH1E, NUC 7 I3-7100U Pro, 4GB DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O Plate, No OS		
		Quantity	Price Each	Extended Price	
		50.000	\$670.00	\$33500.00	
No.	Quote No.	Part No.	Description	Rev.	
2		604-0066	BNR421 S Recycler Main Module B2 + Chassis		
		Quantity	Price Each	Extended Price	
		10.000	\$3700.00	\$37000.00	
No.	Quote No.	Part No.	Description	Rev.	
3		729-0009	4K USB Camera Module with Sony IMX317 sensor with 1.95mm lens & 1m cable		
		Quantity	Price Each	Extended Price	
		25.000	\$84.00	\$2100.00	
No.	Quote No.	Part No.	Description	Rev.	
4		604-0055	RECYCLER SCR8328, ADVANCE, USB, 2 DNOM, LATCH (US VERSION)		
		Quantity	Price Each	Extended Price	
		10.000	\$1700.00	\$17000.00	

With Bezel

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean the written quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discounts, resulting in Cole Kepro's standard pricing. Purchaser agrees to no rights of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. It is the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified. Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of Purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Design. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or disposition, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to obligation in full with respect to the defect and by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Product or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, if being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will incur to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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}

**QUOTE LETTER**

RFQ No.:2021- 247

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	11/16/2021	London R. Molina
No.	Quote No.	Part No.	Description	Rev.	
1		2960-01-386-WHITE	WELDMENT, EXTENDED SCANNER HOUSING, USA/LED, WHITE MATTE FINISH	B00	

These are the new deeper cubbys

Quantity	Price Each	Extended Price
88.000	\$48.00	\$4224.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

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2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit Quotation, no order shall be binding on Cole Kepro until such order is accepted in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date, or within the established and application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date, or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other payment approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make delivery, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If a purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-100 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, hereby specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademark. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.12 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2021- 259

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	12/30/2021	Emi Hansen
No.	Quote No.	Part No.	Description			Rev.
1		714-3520	Cryptera NFC Reader 3520			

Quantity	Price Each	Extended Price
4.000	\$438.00	\$1752.00
10000.000	\$335.00	\$3350000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no right of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be delayed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR DAMAGES (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will incur to Cole Kepro's sole benefit, and Purchaser will incur no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 262

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET-45	01/05/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description	Rev.	
1		AS-2960-01-400	ASSEMBLY, LOGITECH CAMERA	A00	

kit contains:

2960-01-398-097 camera mount housing

2960-01-399-097 logitech camera mount

2960-01-028 camera lens

Quantity	Price Each	Extended Price
4600.000	\$26.00	\$119600.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. In all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Good manufacture be delayed by or at the request of Purchaser pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries; its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and irrevocable. Within thirty (30) days after receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any licensee to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 264

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET-45	04/12/2021	London R. Molina
No.	Quote No.	Part No.	Description	Rev.	

1

304-0081

User Dallas Key, Same Serial Number

All Keys keyed to the same code

Quantity	Price Each	Extended Price
500.000	\$24.00	\$12000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preventing of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery may be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation, for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 265

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle
N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200
Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	01/10/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description	Rev.	

1		Crate for Brazil Units	Crate for Brazil Units	A00	
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Quantity	Price Each	Extended Price
2.000	\$625.00	\$1250.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any shipment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It depletes any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deemed beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and for any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Decision from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modifications to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damages arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction, or installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 266

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	01/10/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description	Rev.	

1

304-0086

LOCK, TOUCH MANAGER KIT - SWING BOLT LOCK,
DALLAS KEY READER, BATTERY BOX, EMERGENCY
POWER JACK

A

Quantity	Price Each	Extended Price
10.000	\$191.00	\$1910.00

Remit payment to:
Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
Overnight Address:
Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
6201 Dempster Street, Morton Grove, IL 60053
Electronically to:
Fifth Third Bank, Cole Kepro International, LLC
ACH- ABA# 071923909 Acct# 88800224
WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. **Full Products** in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the Invoiced date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

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2.10 Modification to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping: All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expenses shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser reserves written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 267

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET-45	01/12/2022	RaeAnna Mercado

No.	Quote No.	Part No.	Description	Rev.
1		304-0076	LOCK ELECTRIC SG3006-202 KEYPAD LOCK & ELECTRIC BOLT KIT	

Quantity	Price Each	Extended Price
10.000	\$448.00	\$4480.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. **Full Products** in Purchaser's purchase order may not be shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to not rights of setoff for any amounts it owes for particular Products against amounts owed to it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at anytime before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable damages. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor disputes, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any fire or disaster cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. **Overtime** and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from many such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modification to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings; and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.13 Product Acceptance: Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty: The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether the defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization: In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability: Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods; and, if requested, return the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property: The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will secure no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination: Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction: This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses: In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification: Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property: Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement: These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices: Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability: If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not thereby to either party.

4.10 Headings: The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural: When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89030 United States of America



QUOTE LETTER

RFQ No.:2022- 269

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET-45	01/13/2022	RaeAnna Mercado

No.	Quote No.	Part No.	Description	Rev.
1		AS-2960-Brazil 220 kit	220V kit for BNR Cabinet	A

Quantity	Price Each	Extended Price
15.000	\$265.00	\$3975.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in anyway effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist acts or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, when required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Bedrock Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton, (b) not containing the required documentation accompanying the shipment; or (c) just shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 270

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	01/24/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description	Rev.	
1		402-0035	PROUDLY MADE IN THE USA - COIN CLOUD TAG		

Quantity	Price Each	Extended Price
4000.000	\$1.25	\$5000.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical directive of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 271

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	01/28/2022	RaeAnna Mercado

No.	Quote No.	Part No.	Description	Rev.
1		AS-2960-01-411	ASSEMBLY, DOOR CAMERA HOUSING, Door Style # 1	A00
Contains 2960-01-028 lens cover, 2960-01-412 Camera Housing, 2960-01-413 Camera mount				

Quantity	Price Each	Extended Price
200.000	\$27.00	\$5400.00

No.	Quote No.	Part No.	Description	Rev.
2		2960-01-419	CAMERA MOUNT, LOGITECH, Door Style #2	A00

Quantity	Price Each	Extended Price
500.000	\$9.00	\$4500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions: All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices: The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance: All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment: Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, resulting in Cole Kepro's standard pricing. Purchaser agrees to no rights of set-off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default: Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms: All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

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2.8 Taxes: Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

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2.10 Modifications to Designs: Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest: For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Period, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of, or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will secure no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the design, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 272

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via		Salesperson	FOB	Terms	Inquiry Date	Buyer
				NET 45	01/31/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description			Rev.
1		2960-01-415	CAMERA MOUNT, LOGITECH, APSM Cabinet			A00
			Quantity	Price Each	Extended Price	
			200.000	\$9.00	\$1800.00	

Remit payment to:

Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618

Overnight Address:

Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC

6201 Dempster Street, Morton Grove, IL 60053

Electronically to:

Fifth Third Bank, Cole Kepro International, LLC

ACH- ABA# 071923909 Acct# 88800224

WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 **Terms and Conditions.** All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 **Prices.** The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 **Order and Acceptance.** All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 **Payment.** Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and (2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no right of set off for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payment of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 **Default.** Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delay in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way affect Cole Kepro's remedies provided herein or by law for any such default.

2.6 **Delivery Terms.** All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 **Failure to Deliver and Force Majeure.** Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar causes beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, print, model, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's customwork, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 **Taxes.** Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 **Cancellation or Changes.** An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 **Modification to Designs.** Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 **Security Interest.** For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

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4170 Distribution Circle
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2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

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3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits for all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's exclusion of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 274

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coln.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			NET 45	02/10/2022	RaeAnna Mercado
No.	Quote No.	Part No.	Description	Rev.	

1

AS-2960-01-192

ASSEMBLY, DUAL UPPER 21.5" LCD TOPPER, SUZO HAPP A00

LCD Topper assembly, Minus LCD, Coin Cloud will supply LCD

Quantity	Price Each	Extended Price
1.000	\$275.00	\$275.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued hereunder, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Products by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitute the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise expressly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Terms of Sale or applicable law. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or, at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. All Products in Purchaser's purchase order are not shipped at the same time. Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the Invoiced date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this sub-section.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It depletes any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, errors or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or hereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. No accepted purchase order is subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller's) shipment. Bedrail Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-105 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT'S MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will acquire no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the law of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

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Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas, NV 89031 United States of America



QUOTE LETTER

RFQ No.:2022- 290

Customer RFQ No.:

Cole Kepro International, LLC

4170-103 Distribution Circle

N. Las Vegas, NV 89030

Phone (702) 633-4270

Fax (702) 633-5088

Coin Cloud

9580 West Sahara Ave Unit 200

Las Vegas, NV 89117

Phone: 855-264-2046

Email: James.Bauer@coin.cloud

Ship Via	Salesperson	FOB	Terms	Inquiry Date	Buyer
			Prepaid	04/25/2022	David Ellingson
No.	Quote No.	Part No.	Description	Rev.	
1		2960-01-351	MOUNTING BRACKET, OPTCONNECT EM TO USB	A00	

Quantity	Price Each	Extended Price
2500.000	\$21.00	\$52500.00

Remit payment to:
 Cole Kepro International, LLC - Dept# 10416, PO Box 87618, Chicago, IL 60680-0618
 Overnight Address:
 Fifth Third Bank - Lockbox Services 2nd Floor, c/o Cole Kepro International LLC
 6201 Dempster Street, Morton Grove, IL 60053
 Electronically to:
 Fifth Third Bank, Cole Kepro International, LLC
 ACH- ABA# 071923909 Acct# 88800224
 WIRE- ABA# 042000314-Acct# 88800224 Swift FTBCUS3C

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



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"Purchase" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

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2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoice date or within the established and authorized payment period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoice amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, (1) revoke any previously granted terms of credit, and/or (2) revoke any previously granted discount, reselling to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligation to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. It, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated price and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to perfect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 833-4270



THE RECOGNIZED LEADER IN GAMING CABINETS™

2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be subtotally packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise indicated by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchaser also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (Seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fire, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization (RMA) number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime, cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of or connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or limited under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCT MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver. No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed herein.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

EXHIBIT 6

From: Rick Durica <rick@colekepro.com>
Sent: Tuesday, February 16, 2021 3:37 PM
To: David Ellingson
Cc: Andrew Cashin
Subject: Coin Cloud Kiosk C-2960-01-000-GEN04
Attachments: SO#4275-1(CoinCloud) GEN04 Kiosk 2-16-2021.pdf

Hello David,
Attached is the updated pricing including the speakers and harness

Thank you

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

Visit our website at www.colekepro.com



Winner of the 2013 Frost & Sullivan Manufacturing Leadership Award for Operational Excellence.

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Visit our website at www.colekepro.com



4170-103 Distribution Circle North Las Vegas, NV 89030
(702) 633-4270, Fax (702) 399-5744

Prepared for

Coin Cloud
9580 West Sahara Ave Unit 200
Las Vegas, NV 89117
Attn: David Ellingson

Q
ACCOU
PAYMEN
FOB

C-2960-01-000-GEN04 -Coin Cloud Bitcoin Kiosk With BNR

Includes:

14 ga Steel Powder Coated Cabinet
3/16" Steel powder coated bill acceptor vault
MEI BNR Recycler
CPU NUC7i3DNH1E, NUC 7 i3-7100U Pro, 4GB
DDR4 Mem, 512GB SATA M.2 SSD, Triple USB I/O
Plate, No OS
21.5" LCD with perimeter LED lighting
One 4K USB UpperCamera w/ IMX317 sensor and 1.95mm Lens
One ELP USB Lower Camera 2.1 Lens 1080 P
LED Controller
Cyberpower 550VA UPS
S&G A-Series ATM Lock Kit for Vault door
Dallas locking assembly for upper LCD door
Two Speakers with harnessing
cabinet wired for cabinet cooling fan
Wiring harness
Testing
Packaging

**21.5" PCAP LED Edge
Lit Touchscreen LCD
Bitcoin kiosk Cabinet,
with LED Lighting
package
Wired and Tested,**

Quantity

at the rate of 255 unit

Pricing

Leadtime

**Pricing reflects unit with addition of CPI BNR recycler,
20' power extension cord, external serial tag,
dallas lock assembly for upper door, new upper 4K camera**

Terms: net 45

2/16/2021



EXHIBIT 7

Deborah Gutierrez

From: Andrew Cashin <andrew@colekepro.com>
Sent: Monday, November 1, 2021 11:32 AM
To: jeff@coin.cloud
Cc: Bernadette Dennehy; cory@andersongroup.com; Andrew Cashin
Subject: FW: Coin Cloud Next generation cabinet costed BOM
Attachments: C-2961-01-000-Next Generation BOM - 8-17-2021.xlsx; # Terms.pdf; text_0.txt; Please_DocuSign_PO_Cole_Kepto_8252021-1.docx.pdf

Jeff as discussed:

Please confirm the following Purchase Order for \$100,000,000.

Rick and I quoted \$10,430 x 10,000 kiosks but Rick didn't include our standard Terms and conditions page which is included on all quotes.

You and I negotiated via a text and calls to decrease price to \$10,000 and extend terms from 45 to 70 days.

The result was the issuance of the Purchase Order from your company.

Andrew Cashin

From: Rick Durica <rick@colekepro.com>
Sent: Monday, November 1, 2021 7:54 AM
To: Andrew Cashin <andrew@colekepro.com>
Subject: FW: Coin Cloud Next generation cabinet costed BOM

Rick Durica
Vice President, Sales
Cole Kepto International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

Visit our website at www.colekepro.com



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Visit our website at www.colekepro.com

From: Rick Durica <rick@colekepro.com>

Sent: Tuesday, August 17, 2021 3:29 PM

To: Jeffrey Garon <jeff.garon@coin.cloud>; Rob Arnold <rob.arnold@coin.cloud>; james.bauer@coin.cloud; david.ellingson@coin.cloud; Andrew Cashin <andrew@colekepro.com>

Subject: Coin Cloud Next generation cabinet costed BOM

Hello Gentlemen,

I have attached the costed BOM for the next generation cabinet assembly,

We have a price of \$10,430 each using the same LCD manufacture as the current blue box

Please let me know if you have any questions

Thank you

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

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Visit our website at www.colekepro.com

EXHIBIT 8



P.O. NUMBER: 8252021-1

Cole Kepro Intl
4170 Distribution Way #103
N Las Vegas, NV 89030

9580 West Sahara Avenue, unit 200
Las Vegas, NV 89117
Phone 855-264-2046

P.O. DATE	REQUISITIONER	Supplier	Notes
8/25/2021	London Molina	Cole Kepro	Per Jim

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
10,000	SPANNER	SPANNER Unit	\$10,000.00	\$100,000,000.00
Net 70 Terms. \$0.00 Down. 2,500-7,500 1Q2022 Deliverable. More info as it becomes available.			SUBTOTAL	\$100,000,000.00
			SHIPPING	\$ 0.00
			TAX	\$0.00
			TOTAL	\$100,000,000.00

DocuSigned by:

James M Bauer

8/25/2021

AA5BDAAB051D45D...

DocuSigned by:

Jeffrey L Nelson

8/26/2021

0A3473C38B954B3...

DocuSigned by:

Chris McAlary

Date

8/26/2021

D8CB448ED76C498...

Chris McAlary

President and CEO

Date

EXHIBIT 9

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and/or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product, and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to protect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchase also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL Cole Kepro BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY Cole Kepro BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Cole Kepro KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

EXHIBIT 10

Deborah Gutierrez

From: Rick Durica <rick@colekepro.com>
Sent: Tuesday, August 17, 2021 6:29 PM
To: Jeffrey Garon; Rob Arnold; james.bauer@coin.cloud; david.ellingson@coin.cloud; Andrew Cashin
Subject: Coin Cloud Next generation cabinet costed BOM
Attachments: C-2961-01-000-Next Generation BOM - 8-17-2021.xlsx

Hello Gentlemen,
I have attached the costed BOM for the next generation cabinet assembly,

We have a price of \$10,430 each using the same LCD manufacture as the current blue box

Please let me know if you have any questions

Thank you

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

Visit our website at www.colekepro.com



Winner of the 2013 Frost & Sullivan Manufacturing Leadership Award for Operational Excellence.

Confidentiality Notice: This email message and any attachments hereto contain confidential information belonging to Cole Kepro International, LLC. This information is intended solely and exclusively for the person or persons named above as the intended recipient here of. If you are not the recipient, any disclosure, copying, distribution or use of the contents of this transmission is completely and fully prohibited. If you receive this email in error, please return by forwarding the message and any attachments here to the sender.

Visit our website at www.colekepro.com

Next Generation Kiosk

	Per unit	QTY	Extended
Blue box Base Price	\$ 8,753	1	\$ 8,753
Gaskets	\$ 21.43	1	\$ 21.43
Braille labels	\$ 11.43	1	\$ 11.43
plastic front housing	\$ 86.83	1	\$ 86.83
plastic right leg	\$ 14.67	1	\$ 14.67
plastic left leg	\$ 14.67	1	\$ 14.67
plastic lower door	\$ 54.49	1	\$ 54.49
BNRF Bezel	\$ 12.14	1	\$ 12.14
door switches	\$ 3.86	2	\$ 7.71
i/o controller and wiring	\$ 69.29	1	\$ 69.29
LCD difference ELO VS D&T (Incremental Increase change in Monitor)	\$ -	1	\$ -
NFC reader	\$ 535.71	1	\$ 535.71
Audio Jack	\$ 7.14	1	\$ 7.14
729-0009 Camera(add 2)	\$ 84.00	2	\$ 168.00
Latch release cable	\$ 21.43	1	\$ 21.43
Door spring	\$ 5.31	1	\$ 5.31
Door Hinges	\$ 23.07	4	\$ 92.29
cable release key and cam	\$ 21.43	1	\$ 21.43
Southco Latches (4x)	\$ 55.71	4	\$ 222.86
South co cable mounting kit R4-EM-87	\$ 18.96	2	\$ 37.91
R4-90-800-10, ROTARY LATCH STRIKER, W/O DOOR SENSOR	\$ 15.49	4	\$ 61.94
Call Button Assembly	\$ 18.06	1	\$ 18.06
LED lighting	\$ 78.57	1	\$ 78.57
Labor	\$ 75.00	1.5	\$ 112.50
			<u>\$ 1,675.81</u>

\$ 10,429

Next Generation Kiosk

\$ 10,430

Notes:

Add \$200 for ELO Monitor

Add any CPI surcharges

Part Number	Description	Cost Per	QTY Required	Total
#10 x 1 Fender Washer	#10 X 1.00 OD X .218 ID X .046 THK	\$ 0.04	1 \$	0.04
1/4 IN FLAT WASHER NYLON	0.312 IN ID. X 0.5 IN OD. X 0.036 IN THK	\$ 0.10	2 \$	0.20
1/4 SAE Flat Washer		\$ 0.06	3 \$	0.19
1/4-20 Keps Nut		\$ 0.01	3 \$	0.04
1/4-20 Keps Nut		\$ 0.10	3 \$	0.30
1/4-20 Keps Nut		\$ 0.19	6 \$	1.13
1/4-20 Nylok	Nut, Hex, Nylon-Insert, 1/4-20	\$ 0.01	1 \$	0.01
1/4-20 X 1 1/4" SHCS	1/4"-20 X 1 1/4", SHCS	\$ 0.05	3 \$	0.15
1/4-20 X 1/2" SHCS	1/4"-20 X 1/2", SHCS	\$ 0.50	3 \$	1.50
10-32 Keps Nut	VI SYS	\$ 0.09	6 \$	0.53
10-32 Keps Nut	VI SYS	\$ 0.06	4 \$	0.25
10-32 Keps Nut	VI SYS	\$ 0.11	8 \$	0.90
10-32 Nylok Nut	VI SYS	\$ 0.03	1 \$	0.03
1060-01-356-022	Bushing Topper Mount	\$ 0.60	3 \$	1.80
111-0004	Spacers Nylon 1/8 x 1/4 #4 (.115IDx.250ODx.125)	\$ 0.11	2 \$	0.23
111-0004	Spacers Nylon 1/8 x 1/4 #4 (.115IDx.250ODx.125)	\$ 0.11	1 \$	0.11
1240-02-038	RoHS Latch Handle	\$ 0.35	1 \$	0.35
202-0008	RJ45 Coupler, Ethernet Extension, Network Connectors for Cat7/Cat6/Cat5e/	\$ 1.11	1 \$	1.11
2028-01-121	UPS Mounting Strap, Cyber Power	\$ 2.60	1 \$	2.60
2-56 Hex Nut		\$ 0.04	2 \$	0.08
2-56 Hex Nut		\$ 0.04	1 \$	0.04
2960-01-003-097	BASE BOTTOM	\$ 30.21	1 \$	30.21
2960-01-005-097	REAR PANEL, LOWER	\$ 49.10	1 \$	49.10
2960-01-013-097	WELDMENT, SIDE PANEL LEFT	\$ 121.76	1 \$	121.76
2960-01-022-097	BASE MOUNTING PLATE	\$ 91.96	1 \$	91.96
2960-01-026-097	DOOR CAMERA HOUSING	\$ 8.46	1 \$	8.46
2960-01-027-097	DOOR CAMERA REAR COVER	\$ 5.93	7 \$	41.48
2960-01-028	DOOR CAMERA LENS COVER	\$ 1.68	1 \$	1.68
2960-01-041-097	CORNER FILLER, TOP LEFT	\$ 3.31	1 \$	3.31
2960-01-046	LCD DOOR LATCH CAM	\$ 2.13	1 \$	2.13
2960-01-048-097	WELDMENT, LCD DOOR LATCH	\$ 20.00	1 \$	20.00
2960-01-049	SWING LOCK MOUNT PLATE	\$ 5.30	1 \$	5.30
2960-01-056	LED CAMERA HOUSING	\$ 5.71	1 \$	5.71
2960-01-057	DOOR CAMERA REAR COVER	\$ 7.44	1 \$	7.44
2960-01-061	COMPONENT PANEL, RIGHT	\$ 16.34	1 \$	16.34
2960-01-062	COMPONENT PANEL, LEFT	\$ 16.40	1 \$	16.40
2960-01-063	COMPONENT PANEL, REAR	\$ 15.89	1 \$	15.89
2960-01-083-097	WELDMENT, REAR PANEL UPPER	\$ 38.88	1 \$	38.88
2960-01-084-097	ANTENNA COVER	\$ 2.38	1 \$	2.38
2960-01-102	CASH DISPENSER DOOR HOOK	\$ 3.41	2 \$	6.83
2960-01-106-097	LCD DECK SPEAKER COVER PLATE	\$ 3.56	2 \$	7.13
2960-01-138	POWERBRICK STRAP, LEDMO	\$ 2.65	1 \$	2.65
2960-01-143	SERIAL TAG, COIN CLOUD	\$ 1.88	1 \$	1.88
2960-01-145-097	UPPER BASE SHELF, USA/LED	\$ 43.35	1 \$	43.35
2960-01-151-009	WELDMENT, SCANNER HOUSING, USA/LED	\$ 24.58	1 \$	24.58
2960-01-201-097	PRINTER BLOCK OFF PLATE	\$ 4.49	1 \$	4.49
2960-01-206-056	BOTTOM SHELF	\$ 21.04	1 \$	21.04
2960-01-210	DECK, HINGE SIDE BRACE	\$ 7.13	2 \$	14.25
2960-01-211	DECK, HINGE SIDE BRACE	\$ 5.46	2 \$	10.93
2960-01-214	MOUNTING ANGLE, POWER SUPPLY	\$ 2.66	2 \$	5.33
2960-01-220	BACKER, SPEAKER COVER PLATE	\$ 1.75	2 \$	3.50
2960-01-222	LEXAN COVER, LRS-100 PWR SPLY	\$ 2.65	1 \$	2.65
2960-01-235-097	WELDMENT, LCD DECK, 21.5" D&T	\$ 90.26	1 \$	90.26
2960-01-237	DOOR CAMERA LENS COVER	\$ 1.86	1 \$	1.86
2960-01-261-097	WELDMENT, LOWER OUTER DOOR, CC LOGO USA-BNR	\$ 90.49	1 \$	90.49
2960-01-267-056	WELDMENT, VAULT BODY, NO CENTER DIVIDER	\$ 211.50	1 \$	211.50
2960-01-273	MOUNTING CRADLE, BNR RECYCLER	\$ 27.64	1 \$	27.64
2960-01-274	SLIDE TRAY, BNR RECYCLER	\$ 15.28	1 \$	15.28
2960-01-275	SLIDE TRAY CENTER, BNR RECYCLER	\$ 18.69	1 \$	18.69

Part Number	Description	Cost Per	QTY Required	Total
2960-01-276	DRAWER SLIDE MOUNT, BNR RECYCLER	\$ 19.59	1 \$	19.59
2960-01-280-097	DALLAS KEY COVER	\$ 1.76	2 \$	3.53
2960-01-281	MOUNT, KEYPAD LOCK	\$ 5.34	1 \$	5.34
2960-01-293	HINGE PLATE, VAULT, BNR	\$ 3.00	1 \$	3.00
2960-01-295	PLATE, SWING LOCK, BNR	\$ 6.30	1 \$	6.30
2960-01-296	BNR SLIDE STOP, RIGHT	\$ 2.28	1 \$	2.28
2960-01-297	BNR SLIDE STOP, LEFT	\$ 2.28	1 \$	2.28
2960-01-300	SHIPPING PLATE HOLD DOWN	\$ 7.41	2 \$	14.83
2960-01-308-097	WELDMENT, SIDE PANEL, RIGHT	\$ 127.34	1 \$	127.34
2960-01-329	BNR TOP SUPPORT, RIGHT	\$ 4.71	1 \$	4.71
2960-01-330	BNR TOP SUPPORT, LEFT	\$ 4.93	1 \$	4.93
301-LE-026C-1MW	Springs, Deck Latch 0.25"OD, 0.026"WD, x 1" long, 2.8LB.	\$ 0.29	1 \$	0.29
302-3116	SBT 2000-26, THICK PANEL SNAP BUSHING 2in	\$ 0.99	4 \$	3.95
AS-2960-01-010	ASSEMBLY, CONCEALED HINGE	\$ 12.11	4 \$	48.45
AS-2960-01-044	ASSEMBLY, DOOR CAMERA HOUSING	\$ -	1 \$	-
AS-2960-01-051	ASSEMBLY, LATCH, LCD DOOR	\$ -	1 \$	-
AS-2960-01-069	ASSEMBLY, SAFE PEDESTAL	\$ 60.13	1 \$	60.13
AS-2960-01-270	ASSEMBLY, FULL VAULT DOOR, USA-BNR	\$ 53.18	1 \$	53.18
AS-2960-01-277-GEN01	ASSEMBLY, DUAL DRAWER SLIDE BNR RECYCLER HOUSING	\$ -	1 \$	-
AS-2960-01-294	ASSEMBLY, SWING LOCK, BNR	\$ -	1 \$	-
AS-2960-01-310	ASSEMBLY, LOWER LATCH BAR, BNR	\$ 55.31	1 \$	55.31
6-32 Keps Nut	VI SYS	\$ 0.03	2 \$	0.05
6-32 Keps Nut	VI SYS	\$ 0.01	4 \$	0.05
6-32 Nylok Nut	VI SYS	\$ 0.01	2 \$	0.03
4-40 Keps Nut	VI SYS	\$ 0.01	1 \$	0.01
4-40 Keps Nut	VI SYS	\$ 0.03	2 \$	0.05
4-40 Keps Nut	VI SYS	\$ 0.01	2 \$	0.03
4-40 Keps Nut	VI SYS	\$ 0.01	8 \$	0.10
4-40 x 1/4 PHP Ext. Sems	VI SYS	\$ 0.02	4 \$	0.06
4-40 x 1/4 PHP Ext. Sems	VI SYS	\$ 0.03	2 \$	0.05
4-40 x 1/4 PHP Ext. Sems	VI SYS	\$ 0.01	2 \$	0.03
4-40 x 3/8 PHP MS		\$ 0.03	7 \$	0.18
5/16-18 x 2 1/2	Carriage Bolt Zinc Plated Full Thread	\$ 0.11	2 \$	0.22
8-32 Keps Nut	VI SYS	\$ 0.13	10 \$	1.25
8-32 Keps Nut	VI SYS	\$ 0.00	7 \$	0.01
8-32 Keps Nut	VI SYS	\$ 0.10	8 \$	0.80
8-32 Keps Nut	VI SYS	\$ 0.01	6 \$	0.07
8-32 Keps Nut	VI SYS	\$ 0.01	4 \$	0.05
8-32 Keps Nut	VI SYS	\$ 0.01	6 \$	0.08
8-32 Keps Nut	VI SYS	\$ 0.05	4 \$	0.20
8-32 Keps Nut	VI SYS	\$ 0.05	4 \$	0.20
8-32 Keps Nut	VI SYS	\$ 0.60	48 \$	28.80
8-32 x 1/2 PHP Ext. Sems	VI SYS	\$ 0.01	4 \$	0.05
8-32 x 1/4 FHP Undercut Scre	VI SYS	\$ 0.14	8 \$	1.10
8-32 x 1/4 PHP Ext. Sems	VI SYS	\$ 0.01	1 \$	0.01
8-32 x 1/4 PHP Ext. Sems	VI SYS	\$ 0.44	24 \$	10.50
8-32 x 3/8 FHP Undercut Scre	VI SYS	\$ 0.01	3 \$	0.04
8-32 x 3/8 PHP Ext. Sems	VI SYS	\$ 0.01	6 \$	0.08
8-32 x 3/8 PHP Ext. Sems	VI SYS	\$ 0.01	4 \$	0.05
M4 x 8mm Sems Yellow Zinc		\$ 0.01	4 \$	0.05
M4 x 8mm Sems Yellow Zinc		\$ 0.03	6 \$	0.15
M5 x 10mm SL-PH-INHX-FLG-SERR-MS-STL-Z-Yellow (020045)		\$ 0.38	4 \$	1.50
Plain Kraft	File# 391657 - 275 BC DST - 29 1/2 x 29 1/2 x 6 1/4	\$ 8.75	1 \$	8.75
Plain Kraft Flap Carton	275 BC HSC Top RSC Bottom - 29 x 29 x 66-3/4	\$ 23.11	1 \$	23.11
Metal Parts				\$1,587

Purchased Parts

Part Number	Description	Cost Per	QTY Required	Total
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Part Number	Description	Cost Per	QTY Required	Total
604-0066	NEW BNF	\$ 3,711.34	1	\$3,711.34
724-0035	CPU OPS1SN, Simply NUC OPS Module, i3-8145U (CM8CCB), 4GB, 512GB SAT	\$ 749.00	1 \$	749.00
304-0076	LOCK ELECTRIC SG3006-202 KEYPAD LOCK & ELECTRIC BOLT KIT	\$ 440.00	1 \$	440.00
729-0009	4K USB Camera Module with Sony IMX317 sensor with 1.95mm lens & 1m cat	\$ 84.00	1 \$	84.00
304-0077	LOCK BOLT ELECTRIC SGS104-101	\$ 70.34	1 \$	70.34
708-0056	CyberPower 625VA/360W Standby UPS Series 8 Outlets USB Ports 5ft Cord	\$ 60.00	1 \$	60.00
707-I-ELC4N	LED CONTROL BOARDS	\$ 60.00	1 \$	60.00
729-0005	ELP USB with Camera 2.1mm Lens 1080p Hd Free Driver USB Camera Module	\$ 40.00	1 \$	40.00
501-2784	Harness, RGB, I-ELC4N Controller, 2960 Cabinet	\$ 27.08	1 \$	27.08
501-2782	Harness, AC Input, Power Supply, Meanwell SP-240	\$ 11.83	2 \$	23.65
304-0078	CABLE, 10 FT, MINI-USB SG3000-015-009 FOR DIGITAL KEYPAD SG3006-202	\$ 21.18	1 \$	21.18
708-0050	POWER SUPPLY 90W 5V 18A SINGLE OUTPUT HIGH EFFICIENCY LRS-100-5	\$ 25.00	1 \$	25.00
708-0052	Power Supply AC to DC Power Supply Single Output 24 Volt 10 Amp 240 Watt	\$ 50.00	1 \$	50.00
314-0001	Drawer Slide Pair, 12" (Triple Slide)	\$ 8.44	2 \$	16.88
708-0047	LEDMO 12V 5A 60W AC DC Power Supply Adapter [UL Listed] Power Adapter	\$ 20.00	1 \$	20.00
509-0103	Cable 20FT Black 16AWG Extension Cord, Nema 5-15P To Nema 5-15R, 13A/1	\$ 11.28	1 \$	11.28
722-0003	Sabrent USB External Stereo Sound Adapter for Windows and Mac. Plug and I	\$ 8.11	1 \$	8.11
501-2820	Harness, Inline Fuse Harness - 10A - BNR Bill Recycler	\$ 7.88	1 \$	7.88
707-0152	LED BOARD ASSEMBLY, SCANNER, 2960	\$ 16.00	1 \$	16.00
501-2776	Harness, 12V Power, LED Board and Cabinet Fan, 2960 Cabinet	\$ 6.99	1 \$	6.99
501-2819	Harness, Main Door Speakers, 2960 Cabinet	\$ 6.50	1 \$	6.50
501-2785	Harness, 5V Power, I-ELC4N Controller, 2960 Cabinet	\$ 6.40	1 \$	6.40
501-2783	Harness, 24VDC Output, Power Supply, Meanwell SP-240	\$ 6.19	1 \$	6.19
403-0137	LABEL, COIN CLOUD LOGO	\$ 1.48	4 \$	5.90
501-2821	Harness, 24V Power, BNR Bill Recycler	\$ 5.84	1 \$	5.84
503-5088024	Ground Strap, 3/8" x 5", #10 Lugs	\$ 2.66	2 \$	5.33
509-0016	USB A/A Cable M/F 6	\$ 2.35	2 \$	4.70
509-0098	CABLE 2FT BLACK BARREL POWER CORD, 2.1MM BARREL JACK TO 2X 2.1MM	\$ 3.55	1 \$	3.55
718-0039	PM2038 power amplifier board 2 * 5W small power amplifier module USB po	\$ 2.70	1 \$	2.70
726-0026	DC Power Socket to 2-Pin Screw Terminal Adapter	\$ 2.03	1 \$	2.03
509-107673	Cable 5FT Yellow Cat5e 24AWG UTP Ethernet Network Cable, FLEXboot Serie	\$ 1.63	1 \$	1.63
403-0141	LABEL, COIN CLOUD TAMPER	\$ 1.25	1 \$	1.25
726-0028	DC POWER CONNECTORS ADAPTER 2.1 x 5.5 x 11 TO 2.5 x 5.5 x 9.5 DC PLUG	\$ 1.18	1 \$	1.18
509-0024	Cable 3FT, 3.5mm Stereo Phone Plug Male to Male Audio Cable	\$ 1.11	1 \$	1.11
509-0019	Cable 3Ft. USB Type A Male A Male (Beige)	\$ 0.93	1 \$	0.93
7051AD42 (1/8 x .350L Rivet)	RIVETS 900/2000/6000 AD42BS	\$ 0.05	2 \$	0.10

Purchased Parts**\$5,504****Metal Parts****\$1,587****Total Cost****\$7,091****Selling Price****\$8,753****Margin****\$1,662****19%**

EXHIBIT 11

Deborah Gutierrez

From: jeff@coin.cloud
Sent: Monday, November 1, 2021 11:49 AM
To: Andrew Cashin
Cc: Bernadette Dennehy; cory@andersongroup.com; james.bauer@coin.cloud
Subject: Re: Coin Cloud Next generation cabinet costed BOM

Andrew,

Yes, confirmed. This is correct.

Jeff



Jeffrey L. Garon
Coin Cloud | Co-President & CFO
Coincloudatm.com | jeff@coin.cloud
1 650 208 5804 Cell

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On Nov 1, 2021, at 8:31 AM, Andrew Cashin <andrew@colekepro.com> wrote:

Jeff as discussed:

Please confirm the following Purchase Order for \$100,000,000.

Rick and I quoted \$10,430 x 10,000 kiosks but Rick didn't include our standard Terms and conditions page which is included on all quotes.

You and I negotiated via a text and calls to decrease price to \$10,000 and extend terms from 45 to 70 days.

The result was the issuance of the Purchase Order from your company.

Andrew Cashin

From: Rick Durica <rick@colekepro.com>
Sent: Monday, November 1, 2021 7:54 AM
To: Andrew Cashin <andrew@colekepro.com>
Subject: FW: Coin Cloud Next generation cabinet costed BOM

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

Visit our website at www.colekepro.com

<image001.jpg> <image002.jpg>

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Visit our website at www.colekepro.com

From: Rick Durica <rick@colekepro.com>

Sent: Tuesday, August 17, 2021 3:29 PM

To: Jeffrey Garon <jeff.garon@coin.cloud>; Rob Arnold

<rob.arnold@coin.cloud>; james.bauer@coin.cloud; david.ellingson@coin.cloud; Andrew Cashin

<andrew@colekepro.com>

Subject: Coin Cloud Next generation cabinet costed BOM

Hello Gentlemen,

I have attached the costed BOM for the next generation cabinet assembly,

We have a price of \$10,430 each using the same LCD manufacture as the current blue box

Please let me know if you have any questions

Thank you

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
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Visit our website at www.colekepro.com

<C-2961-01-000-Next Generation BOM - 8-17-2021.xlsx><#
Terms.pdf><text_0.txt><Please_DocuSign_PO_Cole_Kepro_8252021-1.docx.pdf>

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EXHIBIT 12



For Consumer or Employment cases, please visit www.adr.org for appropriate forms.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Coin Cloud LLC c/o Jeffrey L. Garon			Name of Representative (if known): (See commercial registered agent info below)		
Address: 9580 W. Sahara Ave, Suite 200			Name of Firm (if applicable): Smith & Shapiro, PLLC		
			Representative's Address: 3333 E. Serene Ave., Suite 130		
City: Las Vegas	State: NV	Zip Code: 89117	City: Henderson	State: NV	Zip Code: 89074
Phone No.: (855) 264-2046	Fax No.:		Phone No.:	Fax No.:	
Email Address: jeff@coin.cloud			Email Address:		

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

Respondent has failed to pay for products sold, delivered, and accepted under express contractual terms and conditions governing multiple purchase orders. Respondent has repudiated additional purchase orders, entitling claimant to its expectation damages.

Dollar Amount of Claim: \$ Undetermined, but no less than \$20,000,000.00.

Other Relief Sought:

☒ Attorneys Fees ☒ Interest ☒ Arbitration Costs
☐ Punitive/ Exemplary ☐ Other

Amount enclosed: \$ **11,000.00**

In accordance with Fee Schedule: ☐ Flexible Fee Schedule ☒ Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

Claimant seeks an arbitrator familiar with principles relating to the sale of goods, including UCC mandates and procedures.

Hearing locale: **Tarrant County, Texas**

(check one) ☐ Requested by Claimant ☒ Locale provision included in the contract

Estimated time needed for hearings overall:

hours or **4** days

Type of Business: Claimant: **Electronic cabinet manufacturer and seller.**

Respondent: **Purveyor of digital currency via ATM.**

Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? **No.**

Signature (may be signed by a representative): **/s/ David Z. Adler (counsel)**

Date: **May 27, 2022**

Name of Claimant: **Cole Kepro International, LLC**

Name of Representative: **David Z. Adler**

Address (to be used in connection with this case):

4170 Distribution Circle

Name of Firm (if applicable): **Jaffe Raitt Heuer & Weiss, P.C.**

Representative's Address: **27777 Franklin Road, Suite 2500**

City: **North Las Vegas**

State: **NV**

Zip Code: **89030**

City: **Southfield**

State: **MI**

Zip Code: **48034**

Phone No.: **(702) 633-4270**

Fax No.:

Phone No.: **(248) 351-3000**

Fax No.: **(248) 351-3082**

Email Address:

Email Address: **dadler@jaffelaw.com**

To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. At the same time, send the original Demand to the Respondent.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and /or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchasers design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to protect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchase also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

2.13 Product Acceptance. Purchaser shall be deemed to have accepted delivery of Products ("Product Acceptance") and all shipments and charges shall be deemed correct, unless Cole Kepro receives written notice of objection within ten (10) business days from the date of delivery (the "Rejection Period"). After Product Acceptance, Purchaser agrees that its remedies are limited to the remedies contained in Section 3 (Warranty and Limitation of Liability) of this Agreement. In the event of rejection of the Product within the Rejection Period, Purchaser shall give notice to Cole Kepro of such rejection pursuant to subsection 3.2, below.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America

EXHIBIT 13

Deborah Gutierrez

From: James M. Jimmerson, Esq. <jmj@jimmersonlawfirm.com>
Sent: Tuesday, July 5, 2022 3:29 PM
To: Waite, Dan R.
Cc: David Adler; Andrew Pastor
Subject: RE: Cash Cloud Inc. v. Cole Kepro Int'l, LLC

****EXTERNAL EMAIL - Be Cautious with Links and Attachments****

Dan,

You may have the extensions as requested. May we also stipulate to extend by one week the time to submit our arbitrator selection list. I am out of town all of next week. I appreciate the courtesy.

Sincerely,

James M. Jimmerson, Esq.
Senior Associate
The Jimmerson Law Firm, P.C.
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
(702) 388-7171 (Office)
(702) 380-6413 (Facsimile)
jmj@jimmersonlawfirm.com



www.jimmersonlawfirm.com

From: Waite, Dan R. <DWaite@lewisroca.com>
Sent: Tuesday, July 5, 2022 6:51 AM
To: James M. Jimmerson, Esq. <jmj@jimmersonlawfirm.com>
Cc: David Adler <dadler@jaffelaw.com>
Subject: Cash Cloud Inc. v. Cole Kepro Int'l, LLC

Good morning Jim,

I hope you had a safe and enjoyable 4th of July holiday. Given the holiday and other pressing matters, would you grant a one week extension to both the opposition deadline to your pending motion and to the responsive pleading deadline to the complaint? I believe those responses are currently due on July 11 and 18, respectively. I would appreciate an extension to July 18 and July 25. Could you please let me know if that is acceptable. Thanks,

Dan

Dan R. Waite
Partner

dwaite@lewisroca.com
D. 702.474.2638



3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
lewisroca.com

LEWIS ROCA ROTHGERBER CHRISTIE LLP

This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

EXHIBIT 14

DECLARATION OF ANDREW CASHIN

I, Andrew Cashin, pursuant to NRS 53.045, declare the following:

1. I am the President and CFO of Cole Kepro International, LLC ("CKI").

2. I make this declaration based on personal knowledge, and if called to testify as a witness in this matter I would testify competently and consistently with the representations contained herein.

3. This declaration is made in support of CKI's Response in Opposition to Plaintiff's Motion for Declaratory Judgment and for Stay of Arbitration Proceedings, in addition to CKI's Countermotion to Dismiss Case No. A-22-854226-C.

4. CKI has maintained a multi-year business relationship with an entity whose purchase orders consistently designate it as "Coin Cloud," having its address at 9580 W. Sahara Blvd., Las Vegas, NV 89117.

5. The allegation predicated the plaintiff's Complaint in Case No. A-22-854226-C is false, specifically that "[t]he 4,080 digital currency kiosks purchased suffer from a screen defect which interferes with the normal operation of the kiosk, including the use of the kiosk to purchase and/or sell digital currency." (Compl., ¶ 29).

6. Both CKI and Coin Cloud test every product before it leaves CKI's facility.

7. In early 2022, Coin Cloud's CFO/COO Jeffrey Geron began asking me for concessions because Coin Cloud was falling behind on its payments owed to CKI for the 4th Generation kiosks.

I declare that the foregoing is true and correct under penalty of perjury per the laws of the State of Nevada.

Executed this 13 day of July, 2022.



Andrew Cashin

EXHIBIT 15

Deborah Gutierrez

From: Rick Durica <rick@colekepro.com>
Sent: Friday, May 7, 2021 6:29 PM
To: david.ellingson@coin.cloud; james.bauer@coin.cloud
Cc: Andrew Cashin
Subject: Coin Cloud security vault quote
Attachments: SO#4325-0 (Coin Cloud) 2960-02 Security shelter 5-7-2021.xls.pdf

Hello David,
I have attached the quote for the security enclosure (bomb shelter)

Thank you

Rick Durica
Vice President, Sales
Cole Kepro International, LLC
4170-103 Distribution Circle
North Las Vegas, Nevada 89030

702-795-1439 Direct Dial
702-493-5055 Cell
702-633-4270 Office
702-633-5088 Fax

Visit our website at www.colekepro.com



Winner of the 2013 Frost & Sullivan Manufacturing Leadership Award for Operational Excellence.

Confidentiality Notice: This email message and any attachments hereto contain confidential information belonging to Cole Kepro International, LLC. This information is intended solely and exclusively for the person or persons named above as the intended recipient here of. If you are not the recipient, any disclosure, copying, distribution or use of the contents of this transmission is completely and fully prohibited. If you receive this email in error, please return by forwarding the message and any attachments here to the sender.

Visit our website at www.colekepro.com



4170-103 Distribution Circle North Las Vegas, NV 89030
(702) 633-4270, Fax (702) 399-5744

Prepared for

Coin Cloud
9580 West Sahara Ave Unit 200
Las Vegas, NV 89117
Attn: David Ellingson

QU
Q
ACCOUNT EX
P
PAYMENT TE
FOB
L

C-2960-02-000-GEN01, Coin Cloud Security Kiosk

Includes:

1/4" Steel construction,
Powder coated
Front door latching mechanism
"Dallas lock" for front door

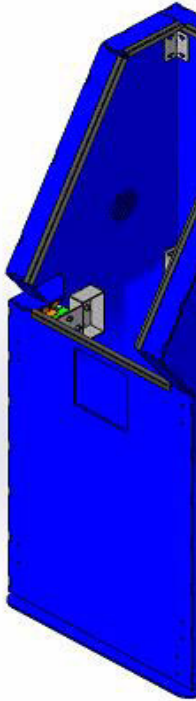


Photo for Reference only

5/7/2021

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



COLE KEPRO TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these Terms and Conditions of Sale ("Agreement" or "Terms of Sale"), the following terms shall have the meanings set forth below:

"Cole Kepro" or "Seller" shall mean Cole Kepro International, LLC, and all of its divisions, affiliates, and subsidiaries;

"Parties" shall mean Cole Kepro and Purchaser, collectively;

"Purchaser" shall mean the other party signing the Quotation, or submitting a purchase order based on Cole Kepro's Quotation;

"Price" shall mean the price for the Products as currently set out in the Quotation;

"Products" shall mean the Cole Kepro products described in the Quotation;

"Quotation" shall mean that certain quotation or proposal from Cole Kepro issued herewith, which is hereby incorporated by reference for all purposes.

2. PURCHASE AND SALE OF PRODUCTS

2.1 Terms and Conditions. All purchases of Product by Purchaser from Cole Kepro hereunder shall be subject to the Terms of Sale contained herein. Unless otherwise expressly agreed in writing by a duly authorized representative of Cole Kepro, these Terms of Sale supersede all other communications and agreements and constitutes the entire Agreement between Cole Kepro and Purchaser. Purchaser acknowledges that Cole Kepro sells the Products solely pursuant to the Terms of Sale set forth herein. Accordingly, any terms or conditions that may be contained in any purchase order or other form of Purchaser shall be absolutely without force or effect, regardless of when received by Cole Kepro. Any additional or different terms on Purchaser's purchase order are deemed material alterations to this Agreement between Cole Kepro and Purchaser, and Cole Kepro hereby gives notice of its objection to them.

2.2 Prices. The Price to Purchaser for the purchase of each of the Products shall be set forth in the Quotation, shall be in U.S. Dollars, shall include packaging for domestic shipment, and shall be exclusive of any other amounts, including, without limitation, taxes, freight, insurance, special packaging, and other shipping expenses. Except as otherwise explicitly stated in the Quotation, Cole Kepro has the right at any time to revise the prices in the Quotation without notice to Purchaser, and such revisions shall apply to all orders received after the effective date of revision. The Price to Purchaser does not include any federal, provincial, state or local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes, which may now or hereafter be applicable to, measured by, or imposed upon, the Products, their replacement, value, or use, or any services performed in connection therewith.

2.3 Order and Acceptance. All orders for Product submitted by Purchaser shall be initiated by written purchase order sent to Cole Kepro and must contain language that expressly incorporates Cole Kepro's Quotation. No order shall be binding on Cole Kepro until such order is accepted in writing by Cole Kepro or until the Product has shipped by Cole Kepro in accordance with the Purchase Order. Cole Kepro will use reasonable efforts to notify Purchaser of the acceptance of an order within five (5) business days of its receipt of an order, or at Cole Kepro's sole discretion, deliver the ordered Products. Cole Kepro reserves the right to accept or reject any purchase order. Possession of a price list by Purchaser does not constitute an offer to sell. On orders for non-stock goods, or special orders, or where manufacturing processes make it difficult to provide the exact quantity specified, Cole Kepro reserves the right to under-ship or over-ship Product and invoice Purchaser accordingly.

2.4 Payment. Cole Kepro will invoice Purchaser for each shipment. The amount invoiced will include the price plus all applicable taxes, fees, transportation, insurance, and other charges. If all Products in Purchaser's purchase order are not shipped at the same time, Cole Kepro will invoice Purchaser at the time of shipment for the Products that have shipped. Provided Purchaser has an approved credit application and unless otherwise agreed in writing, one hundred percent (100%) of the amount invoiced shall be due in full and payable thirty (30) days from the invoiced date or within the established and authorized pay period, and payment shall be made in U.S. Dollars by wire transfer, check, or other instrument approved by Cole Kepro. Any invoiced amount not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is greater. Cole Kepro may also, at its option, 1) revoke any previously granted terms of credit, and/or 2) revoke any previously granted discount, reverting to Cole Kepro's standard pricing. Purchaser agrees to no rights of setoff for any amounts it owes for particular Products against amounts owed it by Cole Kepro. If Purchaser fails to make timely payments of outstanding invoices, Cole Kepro may withhold or suspend its performance under this Agreement. Purchaser shall pay all of Cole Kepro's costs and expenses (including its reasonable attorney's fees) to enforce and preserve Cole Kepro's rights under this subsection.

2.5 Default. Failure on the part of Purchaser to pay invoices when due shall, at the option of Cole Kepro, constitute a default and subject Purchaser to all other remedies Cole Kepro may have under these Terms of Sale or applicable law. If, in the judgment of Cole Kepro, the financial condition of Purchaser at any time before delivery of Products does not justify the terms of payment specified, Cole Kepro may require payment in advance or cancel any outstanding order, whereupon Cole Kepro shall be entitled to receive reasonable charges. If delivery is delayed by Purchaser, payment shall become due on the date Cole Kepro is prepared to make delivery. Should manufacture be delayed by or at the request of Purchaser, pro rata payments shall become due if and to the extent required of Cole Kepro, in its sole discretion. Delays in delivery or nonconformities in any installment shall not relieve Purchaser of its obligations to accept and pay for remaining installments. Cole Kepro reserves all other rights granted to a seller pursuant to the Uniform Commercial Code ("UCC") for Purchaser's failure to pay for the goods or other breach by Purchaser of the Terms of Sale listed herein. If, despite any default by the Purchaser, Cole Kepro elects to continue to make deliveries, its actions shall not constitute a waiver of any default by the Purchaser or in any way effect Cole Kepro's remedies provided herein or by law for any such default.

2.6 Delivery Terms. All Prices are FOB Cole Kepro's manufacturing facility or warehouse, unless agreed in writing by Cole Kepro. Cole Kepro shall not be liable for any goods lost, damaged, or destroyed in transit, it being agreed by the Parties that all risk of such loss, damage, or destruction is assumed by Purchaser. When the scheduled delivery of Products is delayed by Purchaser, Cole Kepro may deliver such Products by storing them for the account of and at the sole risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Cole Kepro reserves the right to pack or ship orders in the most economical manner, however, where Purchaser requests special packaging or shipping, any additional cost will be billed to Purchaser and be the responsibility of Purchaser.

2.7 Failure to Deliver and Force Majeure. Cole Kepro shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, government action (civil or military), taking or preempting of Cole Kepro's production facilities, legal interferences or prohibitions, fires, strikes, or other labor difficulties, hostilities, insurrections or riots, terrorist actions or threats, embargoes, equipment breakdown, wrecks or delays in transportation, unusually severe weather, inability to obtain necessary labor, failure of suppliers, material or manufacturing facilities due to causes beyond its reasonable control or any like or dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Cole Kepro shall have the right, in its sole discretion, to furnish suitable substitutes for materials that cannot be obtained because of the above causes and to apportion its shipment among its Purchasers in such a manner as it shall be equitable. If the material, apparatus, or equipment is or thereafter becomes subject to government control, allocation, regulation or restriction, the necessary and proper rating certificate shall be supplied by the Purchaser. Delivery dates are from receipt of purchase order, prints, models, and materials, whichever is later, which are to be furnished by the Purchaser. Due to the nature of Cole Kepro's custom work, delivery dates are estimates and not guarantees, and Purchaser understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Purchaser's request shall be added to the stated prices and paid by Purchaser. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Cole Kepro's consent and upon full payment of Cole Kepro's invoice for, same plus storage costs. There shall be no penalties for late shipments.

2.8 Taxes. Purchaser agrees to report and pay all taxes and assessments imposed on Purchaser or Cole Kepro in connection with the distribution and/or sale of Products hereunder including any sales, use, excise, and/or other taxes and duties, with the exception of taxes imposed on Cole Kepro's income. To the extent that Cole Kepro is required by statute or regulation to collect and report taxes, duties, purchases, or other costs to various authorities (both foreign and domestic), such taxes, duties, purchases, and /or any other costs will be billed directly to the Purchaser. If Purchaser is exempt from any such taxes, Purchaser must provide Cole Kepro with a valid exemption before shipment of the Products by Cole Kepro.

2.9 Cancellation or Changes. An accepted purchase order is not subject to cancellation for change except on terms acceptable and satisfactory to Cole Kepro, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction from Purchaser to cancel may be treated as a repudiation, making the Purchaser immediately liable for loss, expense, and other damages sustained. If the purchase order is canceled or delayed before the completion of the contract, Purchaser shall reimburse and/or indemnify Cole Kepro for costs incurred by Cole Kepro up to the date of cancellation or delay and for all damages sustained by Cole Kepro due to cancellation or delay of the contract.

2.10 Modifications to Designs. Cole Kepro shall have the right, in its absolute discretion, without liability to Purchaser, to (a) change the design, specifications, or construction of any Product, (b) discontinue the manufacture or sale of any Product; and/or (c) allocate, terminate, or limit deliveries in times of shortage. Purchaser will allow extra charges for authorized or requested changes to Purchaser's design or specifications. Cole Kepro is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Cole Kepro for additional costs resulting from such errors.

2.11 Security Interest. For the purpose of securing payment of the price of Cole Kepro's Products and all other charges payable to Cole Kepro hereunder, Purchaser hereby grants to Cole Kepro a security interest in each and every Product delivered to Purchaser under this Agreement, including, without limitation, any proceeds from its resale or distribution, or from insurance held by Purchaser covering the Products. Upon request by Cole Kepro, Purchaser shall cooperate with Cole Kepro and execute any necessary documents, including but not limited to the execution and filing of UCC-1 financing statements, to protect Cole Kepro's security interest granted herein, where required by state law. These interests will be deemed satisfied and released by payment in full of the purchase price and all other charges payable hereunder for each such period.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle
North Las Vegas, NV 89030 USA
Telephone (702) 633-4270



2.12 Shipping. All shipment dates provided by Cole Kepro are estimates only, and Purchaser acknowledges that such dates may change due to events and circumstances beyond the control of Cole Kepro. Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment in Cole Kepro's standard shipping cartons, marked for shipment to Purchaser's address, and delivered to Purchaser or its carrier agent FOB Cole Kepro's manufacturing plant or warehouse, at which time risk of loss shall pass to the Purchaser. Unless otherwise instructed by the Purchaser, Cole Kepro shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense shall be paid by the Purchaser. Purchase also agrees that no delivery pursuant to this Agreement shall be construed as a single lot contract under the UCC. In addition, remedies provided under a single lot contract shall not apply to any shipment hereunder.

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3. WARRANTY AND LIMITATION OF LIABILITY

3.1 Limited Warranty. The Products sold hereunder shall be subject to the following limited warranty (the "Limited Warranty"). Mechanical Components are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of one year from the date of Cole Kepro International, LLC (seller) shipment. Electrical Components, excluding LCD panels, are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of ninety days from the date of Seller's shipment. LCD Panels are warranted to the original purchaser against defects in materials and workmanship under normal use and operation for a period of two years from the date of Seller's shipment. Seller's sole and exclusive obligation hereunder is to repair or replace any defective component(s) provided that Seller receives written notice of the defect during the period of warranty and purchaser receives written authorization for return of component(s) to Seller. Any defective item(s) to be returned at purchaser's expense to Cole Kepro International, LLC 4170-103 Distribution Circle, North Las Vegas, NV 89030 within 30 days of purchaser's written notice of the defect. The expense of removal and installation of any item(s) of equipment shall not be included in this warranty. In no event shall Seller be liable for any special, general, incidental or consequential damages to purchaser or any third party caused by any defective item of equipment whether defect is warranted against or not. Cole Kepro International, LLC shall have no obligation under this agreement to make repairs or replacement necessitated by act of God, act of terrorism, fault, misuse, modification, negligence or accident of purchaser or other users. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OTHER THAN THOSE STATED ABOVE IS EXPRESSLY DISCLAIMED.

3.2 Return Material Authorization. In the event of rejection under Section 2.13 or defect under 3.1, Purchaser must give written notice to Cole Kepro of such event requesting a Return Material Authorization ("RMA") number. Any such notice must furnish the following information with the Product returned to the Seller: (a) Purchaser's name and complete address; (b) name and telephone number of Purchaser's employee to contact if there are questions about the returned Product; (c) "Ship to" address for return of repaired Product, if different from original delivery address; (d) a complete list of Product returned, including description and serial number; and (e) a description of the nature of the defect. Cole Kepro will provide the RMA to Purchaser within five (5) business days after receipt of Purchaser's proper and timely notice. Within thirty (30) days after its receipt of the RMA, Purchaser will return the rejected Product to Cole Kepro, or its designee, freight or postage prepaid, in its original shipping carton or a functionally equivalent container. Cole Kepro reserves the right to refuse to accept any return Product (a) not bearing an RMA number on the outside of the carton; (b) not containing the required documentation accompanying the shipment; or (c) not shipped in its original shipping carton or a functionally equivalent container.

3.3 Limitation of Liability. Cole Kepro's obligation under its warranty is strictly and exclusively limited to the repair or replacement of such Product found to be defective in material or workmanship on the condition that the Purchaser gives prompt written notice to Cole Kepro of any claim within the Rejection or Warranty Periods, and, if requested, returns the defective articles to Cole Kepro. Cole Kepro will not assume any expenses or liability for repairs made to its Products outside of its plant, without its prior written consent. Any unauthorized repair shall void the Limited Warranty contained herein. Cole Kepro reserves the right to satisfy its warranty obligation in full, with respect to defective articles, by the payment to the purchaser of all sums paid by the Purchaser to Cole Kepro for such Products. IN NO EVENT SHALL COLE KEPRO BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, PUNITIVE, OR SPECIAL, including but not limited to, loss of profits or revenue, loss of use of the Products or facilities or service, downtime cost, or claims of the Purchaser for such damages. Cole Kepro's liability on any claim whether in contract, tort (including, but not limited to, negligence), warranty, strict liability, or otherwise for any loss or damage arising out of connected with, or resulting from these Terms of Sale or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall be limited to, and in no case shall such damages exceed, the purchase price of the Product or the portion thereof which gives rise to the claim. PURCHASER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO PURCHASE THE PRODUCTS MANUFACTURED BY COLE KEPRO BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THESE TERMS OF SALE. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF COLE KEPRO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Intellectual Property. The sale of Products covered by this Agreement shall not confer upon Purchaser any license to manufacture under any patents owned or controlled by Cole Kepro, its affiliates, and subsidiaries, it being specifically understood and agreed that all such rights are reserved to Cole Kepro, its subsidiaries, and affiliates. Purchaser will not use or authorize anyone else to use Cole Kepro's name or trademarks. Any use which Purchaser makes of Cole Kepro's name or trademarks will inure to Cole Kepro's sole benefit, and Purchaser will accrue no rights in such name or trademarks. All trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Cole Kepro. Purchaser agrees not to do anything inconsistent with that ownership or to contest ownership of such items.

4.2 Amendment and Termination. Cole Kepro may amend these Terms of Sale at will, with or without cause, on thirty (30) days' notice to Purchaser. Cole Kepro may terminate these Terms of Sale at will, with or without cause, on three (3) days' notice to Purchaser.

4.3 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas, U.S.A., without reference to choice of law principles. Any dispute or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled in Tarrant County, Texas by arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules, which are expressly incorporated herein by reference. Judgment on any award rendered by the arbitrator(s), including attorney's fees and costs of arbitration, may be entered in any court in Tarrant County, Texas having jurisdiction to hear such matters. The parties hereby acknowledge and consent to the jurisdiction of the Texas courts and venue in Tarrant County, Texas for all purposes.

4.4 Legal Expenses. In any action between the parties arising out of or connected with these Terms and Conditions, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief, all of its costs and expenses, including but not limited to, its reasonable attorney's fees.

4.5 Indemnification. Purchaser agrees to defend, protect, save, and hold harmless Cole Kepro against all suits from all damages, claims, and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of Cole Kepro's execution of the designs, prints, drawings, requirements, or specifications of Purchaser.

4.6 Purchaser's Property. Cole Kepro shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Purchaser unless written directions for shipment of such property are given to Cole Kepro within ten (10) days of notification by Cole Kepro.

4.7 Entire Agreement. These Terms of Sale and the documents expressly incorporated by reference herein set forth the entire Agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless placed in writing, and signed by authorized representatives of the Parties.

4.8 Notices. Any notice required or permitted by these Terms of Sale shall be in writing and shall be sent by prepaid registered mail or certified mail, return receipt requested, to the address shown on the Quotation, if to the Seller, or to the address shown on the Purchase Order, if to the Purchaser.

4.9 Severability. If any provision in this Agreement is found or held to be invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement, provided that the expected economic benefit of this Agreement is not denied to either party.

4.10 Headings. The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

4.11 Singular and Plural. When required by the context hereof, the singular includes the plural and vice versa.

4.13 Waiver: No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision of any breach thereof. There are no understandings, conditions, or agreements relative to the Quotation that are not fully expressed hereon.

ALL PRICES QUOTED ARE SUBJECT TO APPLICABLE SALES TAXES UNLESS EXEMPTION CERTIFICATE IS FURNISHED

Quotation valid for 30 days from date above.

Cole Kepro International
4170 Distribution Circle North Las Vegas NV 89031 United States of America